E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
10/23/2023 7:24 AM

RECORD EXTRACT OF APPELLANT

IN THE
APPELLATE COURT
OF MARYLAND

September Term 2023,
No. 883

JUSTIN HOLDER
Appellant
V.
JEFFREY YOUNG
Appellee

Appeal from the Circuit Court of Washington County
The Honorable Andrew F. Wilkinson

RECORD EXTRACT

Volume IV - A

JUSTIN HOLDER
APPELLANT

E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
6/27/2023 10:18 AM

IN THE APPELLATE COURT OF MARYLAND

Justin Holder,
Appellant
v.

Jeffrey Young,
Appellee

No. 1145, September Term 2022
CSA-REG-1145-2022
Circuit Court No. C21CV20000371

* * * * * * * * * * * * *

MANDATE

On the 26th day of May, 2023, it was ordered and adjudged by the Court of Special Appeals:

Judgment of the Circuit Court for Washington County affirmed in part and vacated in part. Case remanded to the Circuit Court for Washington County for the purpose of entering a declaratory judgment consistent with this opinion relative to Parcel 1 and determining the amount of attorneys' fees payable by Deena Holder to Jeffrey Young relative to the filing of her appellee's brief. Costs to be paid by appellants.

STATE OF MARYLAND, Sct.:
I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland, this 27th day of June, 2023.

Rachel Dombrowski

Rachel Dombrowski, Clerk
Appellate Court of Maryland

MANDATE - STATEMENT OF COSTS

Appellate Court of Maryland

CSA-REG-1145-2022

Justin Holder v. Jeffrey Young

Appellant			
	Justin Holder	Notice of Appeal	50.00
		RPIF	11.00
		Filing Fee - Lower Court	60.00
		Brief	117.12
		Reply Brief	238.08
		Record Extract	3,292.80
		Transcript/Stenographer Costs	720.00
		Appellant Total	**4,489.00**
Appellee			
	Jeffrey Young	Brief	74.88
		Appellee Total	**74.88**
		Total Costs	**4,563.88**

STATE OF MARYLAND, ss:

I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland this 27th day of June, 2023.

Rachel Dombrowski
Clerk of the Appellate Court of Maryland

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE.

E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
6/27/2023 10:35 AM

IN THE APPELLATE COURT OF MARYLAND

Justin Holder & Uncle Eddies *
BrokeDown Palace, LLC
* No. 1457, September Term 2022
* CSA-REG-1457-2022
* Circuit Court No. C-21-CV-20-000371
v. *
Jeffrey Young
*
*
*

* * * * * * * * * * * * *

MANDATE

On the 26th day of May, 2023, it was ordered and adjudged by the Court of Special Appeals:

Judgment of the Circuit Court for Washington County affirmed in part and vacated in part. Case remanded to the Circuit Court for Washington County for the purpose of entering a declaratory judgment consistent with this opinion relative to parcel 1 and determining the amount of attorneys' fees payable by Deena Holder to Jeffrey Young relative to the filing of her appellee's brief. Costs to be paid by appellants.

STATE OF MARYLAND, Sct.:
I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland. In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland, this 27th day of June, 2023.

Rachel Dombrowski

Rachel Dombrowski, Clerk
Appellate Court of Maryland

MANDATE - STATEMENT OF COSTS
Appellate Court of Maryland

CSA-REG-1457-2022

Uncle Eddies Brokedown Palace, LLC v. Jeffrey Young, et al

Appellant		
Uncle Eddies Brokedown Palace, LLC	RPIF	11.00
	Brief	99.84
	Appellant Total	**110.84**
Appellee		
Deena Holder	Motion for Reconsideration Envelope ID: 12161013	50.00
	RPIF Envelope ID: 12161013	11.00
	Brief	103.68
	Appellee Total	**164.68**
Jeffrey Young	Brief	74.88
	Appellee Total	**74.88**
	Total Costs	**350.40**

STATE OF MARYLAND, ss:

I do hereby certify that the foregoing is truly taken from the records and proceedings of the said Appellate Court of Maryland.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Appellate Court of Maryland this 27th day of June, 2023.

Rachel Dombrowski
Clerk of the Appellate Court of Maryland

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE.

E-FILED; Washington Circuit Court
Docket: 9/16/2020 12:23 PM; Submission: 9/16/2020 12:23 PM

JEFFERY L. YOUNG 13 Dogstreet Road Keedysville, MD 21756 Plaintiff	*	CIVIL CASE NO. 21-C- C-21-CV-20-000371
	*	IN THE CIRCUIT COURT FOR
	*	WASHINGTON COUNTY, MARYLAND

JUSTIN HOLDER
DEENA HOLDER
308 West Chaplin Street
Sharpsburg, MD 21782

AND

ALL UNKNOWN PERSONS, HEIRS,
DEVISEES, LEGATEES, ASSIGNS,
CORPORATIONS OR OTHER ENTITES
OF WHATSOEVER NATURE OR KIND
THAT MAY CLAIM ANY RIGHT, TITLE
OR INTEREST IN THE REAL ESTATE
DESCRIBED AS PARCELS 2 AND 3, WASHINGTON COUNTY PLAT NO. 2499
LOCATED ON DOGSTREET ROAD, KEEDYSVILLE, MARYLAND
WASHINGTON COUNY TAX MAP, GRID 19, PARCEL 180
Defendants

COMPLAINT AND PETITION TO QUIET TITLE AND FOR DECLARATORY AND INJUCTIVE RELIEF

Plaintiff, Jeffery L. Young, by and through his attorney, R. David Pembroke, sues the Defendants set forth in the above caption, jointly and severally and for causes states as follows:

1. Plaintiff is a resident of Washington County, Maryland.
2. Defendants are/were residents of Washington County, Maryland.
3. The real property in question is located in Washington County, Maryland, and is more particularly shown and described as Parcels 2 and 3 on the Plat entitled "Property Line Survey for Harry Wickline" dated June 15, 1988, and recorded among the Plat Records for Washington County, Maryland, at Plat Record 2499.

4. This action is brought pursuant to §5-103 of the Annotated Code of Maryland (Court of Judicial Proceedings Article) and §14-108 of the Annotated Code of Maryland (Real Property Article).

5. The purpose of the Declaratory Judgment Act as stated in Courts and Judicial Proceedings Article Section 3-402, is to settle and afford relief from uncertainty with respect to rights, status, and other legal relations. The statute is to be liberally construed and administered (Courts and Judicial Proceedings, Section 3-402).

6. The Courts and Judicial Proceedings Article Section 3-406, provides that any person interested under a deed may request the court to determine any question of construction or validity arising under the instrument and may obtain a Declaration of rights, status, or other legal relations under it (Courts and Judicial Proceedings, Section 3-406).

7. Plaintiff is an interested person within the purview of Section 3-401 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. (The Declaratory Judgment Act, Courts and Judicial Proceedings Section 3 Subtitle 4).

8. There exists an actual controversy of a justiciable issue between Plaintiff and Defendants within the jurisdiction of the Court involving the rights of the parties and ownership of the Parcels.

9. That by virtue of Deeds dated January 3, 1988, August 16, 1993, and May 28, 2017, and recorded respectively in Liber 885, Folio 110, Liber 1108, Folio 790, and Liber 5512, Folio 226 among the Land Records of Washington County, Maryland, Plaintiff claims title as sole owner of the Parcels described on the Plat and Deeds, attached hereto and incorporated herein by reference, labeled Exhibits A, B, C, & D.

10. The Land Records, Tax Records and Tax Maps of Washington County, Maryland, reflect that title to the Parcels is held by Jeffrey L. Young.

11. Since the execution and recording of the aforesaid Deed dated January 3, 1988, and recorded at Liber 885, Folio 110, Plaintiff has been in actual, exclusive, open, visible, notorious, continuous, peaceable, hostile, and adverse possession of the property shown as Parcels 2 and 3 on the aforesaid Plat Folio 2499.

12. From the date of said Deed forward, Plaintiff has paid the taxes in connection with the aforesaid property and has utilized and maintained the property as his own.

13. Plaintiff's actual, exclusive, open, notorious and adverse possession of the property has been for a continuous period of more than thirty-two (32) years, through actual possession and under color of title.

14. Prior to the execution and recording of the aforementioned Deeds to Plaintiff, Plaintiff's predecessor's in title had also been in actual, exclusive, open, visible, notorious, continuous, peaceable, hostile, and adverse possession of the herein described property.

15. The last title owner of Parcel 3, shown on the aforesaid Plat, is unknown. Since June 21, 1996, the Deeds of the adjacent property owners have described their eastern most boundary as Plaintiff's western most boundary as shown on the aforesaid Plat.

16. The last title owner of Parcel 2 shown on the aforesaid Plat was Jennifer Butts who conveyed all of her right, title, and interest in and to said Parcel to Plaintiff by Deed dated August 16, 1993, and recorded at Liber 1108, Folio 790 of the aforesaid Land Records.

17. Over the last several months, Defendant Justin Holder has attempted to enter the aforesaid property to construct a roadway over said property, thereby damaging and destroying mature trees and underbrush. Although his efforts have been thwarted by Plaintiff and Plaintiff's neighbors, his efforts have caused repeated altercations and confrontations, with both Plaintiff and the property owners abutting Plaintiff's property.

18. After Plaintiff denied Defendant Justin Holder access to Plaintiff's land, Defendant Justin Holder offered to purchase an easement over Plaintiff's land for Five Thousand and 00/100 ($5,000.00) Dollars. When that offer was rejected, Defendant Justin Holder embarked upon a prolonged campaign of harassment, bringing or attempting to bring others including surveyors, heavy equipment, electricians, and well drillers upon Plaintiff's land, some of whom reported to Plaintiff that Defendant Justin Holder claimed to them to have purchased the property from a "developer".

19. Defendant Justin Holder's actions in trespassing upon Plaintiff's land have caused damage to Plaintiff's property and severe emotional aggravation to Plaintiff and Plaintiff's family.

20. There is no person or party, of record or in fact, having or claiming to have any hostile, right, or interest in or to said property. Plaintiff has made reasonable and good faith efforts to locate any such party by conducting a thorough examination of all pertinent land, and estate and tax records for Washington County, Maryland, and has as well interrogated the owners of adjoining properties in order to uncover such claims and none have been uncovered.

WHEREFORE, the Plaintiff prays for the following relief:

1. That this Honorable Court decree that the Plaintiff is the owner in fee simple of the property shown as Parcels 2 and 3 on Plat 2499 referenced in the Complaint;

2. That the Court decree that the Defendants have no estate, right, title, or interest in said property or any part thereof; and

3. That Defendants be forever barred from asserting any right, title, or estate of any nature in or to said property adverse to this Plaintiff; and

4. That Defendants be enjoined from entering upon Plaintiff's said property; and

5. That the title to the aforementioned property be quieted and any cloud removed therefrom; and

6. That an Order be passed pursuant to the Maryland Rules of Procedure 2-122 providing that service of process upon the unknown Defendants be accomplished as follows:

a. By posting a notice of the proceedings by the Sheriff on the properties and on the Court House Door or bulletin board or in the immediate vicinity thereof; and

b. By publishing that same notice in a newspaper of general circulation in Washington County, Maryland in three (3) successive weeks.

VERIFICATION

I, THE UNDERSIGNED PLAINTIFF, DO HEREBY declare and affirm under the penalties of perjury that the contents of the foregoing Complaint and Petition To Quiet Title And For Declaratory And Injunctive Relief are true to the best of my knowledge, information, and belief.

Jeffrey L Young

Jeffrey L. Young, Plaintiff

Respectfully Submitted,

R. David Pembroke, Esquire (CPF# 8205010237)
21 Summit Avenue
Hagerstown, MD 21740
301-791-5674
email: kathleenhedstrom@gmail.com

E-FILED; Washington Circuit Court
Docket: 9/16/2020 12:23 PM; Submission: 9/16/2020 12:23 PM

JEFFERY L. YOUNG 13 Dogstreet Road Keedysville, MD 21756 Plaintiff	*	CIVIL CASE NO. 21-C- C-21-CV-20-000371
	*	IN THE CIRCUIT COURT FOR
	*	WASHINGTON COUNTY, MARYLAND

JUSTIN HOLDER
DEENA HOLDER
308 West Chaplin Street
Sharpsburg, MD 21782

AND

ALL UNKNOWN PERSONS, HEIRS,
DEVISEES, LEGATEES, ASSIGNS,
CORPORATIONS OR OTHER ENTITES
OF WHATSOEVER NATURE OR KIND
THAT MAY CLAIM ANY RIGHT, TITLE
OR INTEREST IN THE REAL ESTATE
DESCRIBED AS PARCELS 2 AND 3, WASHINGTON COUNTY PLAT NO. 2499
LOCATED ON DOGSTREET ROAD, KEEDYSVILLE, MARYLAND
WASHINGTON COUNY TAX MAP, GRID 19, PARCEL 180
Defendants

MOTION FOR PUBLICATION OF NOTICE

Jeffery L. Young, Plaintiff, by and through his attorney, R. David Pembroke, pursuant to Maryland Rule 2-311(a), requests that the Court issue an Order requiring publication of a notice in the form attached hereto to the Unknown Persons included among the Defendants in this action to answer the Petition or risk loss of their interests or claims.

Jeffrey L. Young, Plaintiff

Respectfully Submitted,

R. David Pembroke, Esquire (CPF# 8205010237)
21 Summit Avenue
Hagerstown, MD 21740
301-791-5674
email: kathleenhedstrom@gmail.com

JEFFREY L. YOUNG, Plaintiff
v.
JUSTIN HOLDER
DEENA HOLDER
and
UNKNOWN PERSONS WHO HAVE OR
CLAIM AN INTEREST IN THE
REAL PROPERTY WHICH IS THE
SUBJECT OF THIS PETITION,
Defendants
Case No. ____________
In the Circuit Court for
Washington County, Maryland

NOTICE

Upon consideration of the Petition filed in the above captioned action and the Answer thereto filed by ________________, it is this _____ day of ________________, 2020, by the Circuit Court for Washington County, Maryland;

ORDERED that any person who has or claim an interest in the real properties designated as Parcels 2 and 3 on the Plat entitled "Property Line Survey for Harry Wickline", recorded in Washington County, Maryland Plat record 2499, and more particularly described in the Petition shall file an answer to the Petition on or before _______________, 2020, or risk loss of his interest or claim of an interest; PROVIDED, THAT a copy of the Order shall be published in a newspaper of general circulation in Washington County, Maryland, at least once a week in each of three successive weeks before the expiration of one month from date of this Order.

____
Kevin Tucker
Clerk

E-FILED; Washington Circuit Court
Docket: 9/16/2020 12:23 PM; Submission: 9/16/2020 12:23 PM

JEFFERY L. YOUNG
13 Dogstreet Road
Keedysville, MD 21756
Plaintiff

* CIVIL CASE NO. 21-C- C-21-CV-20-000371

* IN THE CIRCUIT COURT FOR

* WASHINGTON COUNTY, MARYLAND

JUSTIN HOLDER
DEENA HOLDER
308 West Chaplin Street
Sharpsburg, MD 21782

AND

ALL UNKNOWN PERSONS, HEIRS,
DEVISEES, LEGATEES, ASSIGNS,
CORPORATIONS OR OTHER ENTITES
OF WHATSOEVER NATURE OR KIND
THAT MAY CLAIM ANY RIGHT, TITLE
OR INTEREST IN THE REAL ESTATE
DESCRIBED AS PARCELS 2 AND 3, WASHINGTON COUNTY PLAT NO. 2499
LOCATED ON DOGSTREET ROAD, KEEDYSVILLE, MARYLAND
WASHINGTON COUNY TAX MAP, GRID 19, PARCEL 180
Defendants

MOTION FOR PUBLICATION OF NOTICE

Jeffery L. Young, Plaintiff, by and through his attorney, R. David Pembroke, pursuant to Maryland Rule 2-311(a), requests that the Court issue an Order requiring publication of a notice in the form attached hereto to the Unknown Persons included among the Defendants in this action to answer the Petition or risk loss of their interests or claims.

Jeffrey L. Young, Plaintiff

Respectfully Submitted,

R. David Pembroke, Esquire (CPF# 8205010237)
21 Summit Avenue
Hagerstown, MD 21740
301-791-5674
email: kathleenhedstrom@gmail.com

JEFFREY L. YOUNG, Plaintiff
v.
JUSTIN HOLDER
DEENA HOLDER
and
UNKNOWN PERSONS WHO HAVE OR
CLAIM AN INTEREST IN THE
REAL PROPERTY WHICH IS THE
SUBJECT OF THIS PETITION,
Defendants
Case No. ___________
In the Circuit Court for
Washington County, Maryland

NOTICE

Upon consideration of the Petition filed in the above captioned action and the Answer thereto filed by ________________, it is this _____ day of ________________, 2020, by the Circuit Court for Washington County, Maryland;

ORDERED that any person who has or claim an interest in the real properties designated as Parcels 2 and 3 on the Plat entitled "Property Line Survey for Harry Wickline", recorded in Washington County, Maryland. Plat record 2499, and more particularly described in the Petition shall file an answer to the Petition on or before _______________, 2020, or risk loss of his interest or claim of an interest; PROVIDED, THAT a copy of the Order shall be published in a newspaper of general circulation in Washington County, Maryland, at least once a week in each of three successive weeks before the expiration of one month from date of this Order.

Kevin Tucker
Clerk

E-FILED; Washington Circuit Court
Docket: 10/26/2020 5:36 PM; Submission: 10/26/2020 5:36 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY L. YOUNG,	*	
Plaintiff	*	CASE NO. C-21-CV-20-000371
v.	*	
JUSTIN HOLDER, *et al.*	*	
Defendants	*	

* *

ANSWER OF JUSTIN HOLDER

COMES NOW Defendant, Justin Holder, by and through his attorney, Adam D. Greivell, Esq., and, in Answer to the Plaintiff, Jeffrey L. Young's Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief, states as follows:

DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the Statute of Limitations.
3. Plaintiff's claims are barred by Laches.
4. Plaintiff's claims are barred by Estoppel.
5. Plaintiff's claims are barred by the doctrine of Waiver.
6. Plaintiff's claims are barred by the failure to join parties under Md. Rule 2-211.
7. Plaintiff's claims are barred by the lack of necessary parties.
8. Plaintiff's claims are barred by lack of jurisdiction.
9. Defendant has superior title to Plaintiff.

GREIVELL
&
GARROTT
JOHNSON
LLC

5 Cornell Avenue
Hagerstown, MD 21742
t: (240) 310-9150
f: (877) 262-4810
www.GreivellLawOffice.com

10. Defendant possesses all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff.

ANSWER TO THE ALLEGATIONS

In Answer to the specific allegations of the Complaint, the Defendant states as follows:

1. Defendant admits the allegations contained in paragraph 1 of the Complaint.
2. Defendant admits the allegations contained in paragraph 2 that Justin Holder and Deena Holder are residents of Washington County, Maryland, but to the extent that "All Unknown Persons .... That May Claim Any Right, Title or Interest" in real estate claimed by the Plaintiff are unascertainable in both number, identity and location, Defendant denies the balance of the allegations contained in paragraph 2 of the Complaint.
3. Defendant denies the allegations contained in paragraph 3 of the Complaint, except Defendant admits that there is a Plat entitled "Property Line Survey for Harry Wickline" dated June 15, 1988, and recorded among the Plat Records for Washington County, Maryland, at Plat Record 2499. Defendant specifically denies the accuracy of said plat.
4. Defendant denies the allegations contained in paragraph 4 of the Complaint, and further denies this action is properly brought under such statutes or the Maryland Rules.
5. Defendant denies the allegations contained in paragraph 5 of the Complaint, but admits that the statutes speak for themselves.
6. Defendant denies the allegations contained in paragraph 6 of the Complaint, but admits that the statutes speak for themselves.

7. Defendant admits the allegations contained in paragraph 7 of the Complaint.

8. Defendant denies the allegations contained in paragraph 8 of the Complaint.

9. Defendant denies the allegations contained in paragraph 9 of the Complaint, and further specifically states that Defendant owns the fee simple land claimed by Plaintiff, which land is also subject to a record-title right of way, a public road, a prescriptive easement, and an easement by implication.

10. Defendant denies the allegations contained in paragraphs 10 through 15 in the Complaint.

11. Defendant admits the allegations contained in paragraph 16 of the Complaint.

12. Defendant denies the allegations contained in paragraphs 17 through 19 in the Complaint.

13. Defendant denies the allegations contained in paragraph 20 of the Complaint, and specifically denies that the Plaintiff has made reasonable good faith efforts to locate any party claiming an interest in his property, and that Plaintiff has named or joined all necessary parties.

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other and further relief as the nature of this cause may require.

GREIVELL
&
GARROTT
JOHNSON
LLC

5 Cornell Avenue
Hagerstown, MD 21742
t: (240) 310-9150
f: (877) 262-4810
www.GreivellLawOffice.com

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Justin Holder

Respectfully submitted,

/s/ Adam D. Greivell
Adam D. Greivell, Esquire
CPF ID# 0512130328
Greivell & Garrott Johnson, LLC
5 Cornell Avenue
Hagerstown, Maryland 21742
(240) 310-9150
adam@greivelllawoffice.com
Attorneys for Defendant, Justin Holder

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of October, 2020, a copy of the foregoing Answer of Justin Holder was served via MDEC upon R. David Pembroke, Esq., Attorney for Plaintiff, and Randall Whittenberger, Esq., attorney for Deena Holder and Uncle Eddies Brokedown Palace, LLC. All other persons entitled to service, if any, were served by the MDEC system.

/s/ Adam D. Greivell
Adam D. Greivell, Esquire

CERTIFICATE REGARDING RESTRICTED INFORMATION

I HEREBY CERTIFY that this document does not contain any restricted information.

/s/ Adam D. Greivell
Adam D. Greivell, Esquire

E-FILED; Washington Circuit Court
Docket: 10/26/2020 10:49 AM; Submission: 10/26/2020 10:49 AM

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JEFFREY L. YOUNG, *
*
Plaintiff, *
*
v. * **CASE NO.: C-21-CV-20-000371**
*
JUSTIN HOLDER, et al. *
*
Defendants *
****

ANSWER TO COMPLAINT

Defendant, Deena Holder, by and through her undersigned attorneys, answers the Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief filed by Plaintiff Jeffrey Young, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

1. Admitted.

2. Admitted.

3. Denied, except admitted the real property in question is located in Washington County, Maryland and that a Plat entitled "Property Line Survey for Harry Wickline" is recorded among the Plat Recordings for Washington County at Plat Record 2499. Further, the accuracy of the Plat is denied.

4. Denied. Further, Defendant denies this action is properly brought under such statutes or the Maryland Rules.

5. Denied, except admitted that the statutes speak for themselves.

6. Denied, except admitted that the statutes speak for themselves.

7. Denied.

8. Denied. The Complaint fails to state a claim upon which relief can be granted.

9. Denied. Further, such deeds do not provide Plaintiff such ownership. Defendant possesses rights over parcels claimed by Plaintiff by virtue of her own priority of title, continuous usage by predecessors, priority of title by others, and use as public road.

10. Denied.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied. Further, the last title owner of the area denoted as Parcel 3 is known in the Land Records.

16. Denied.

17. Denied, except admitted Justin Holder has lawfully acted on lands claimed by Plaintiff.

18. Denied.

19. Denied.

20. Denied. Further, Plaintiff has failed to name or join necessary parties.

SECOND DEFENSE

Plaintiff’s Complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

Plaintiff’s Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

Plaintiff has failed to join a party under Maryland Rule 2-211.

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

TENTH DEFENSE

Defendant possesses all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff.

WHEREFORE, Defendant, Deena Holder, denies Plaintiff's claims and demands judgment and declaratory relief in her favor as to all allegations directed against her, for dismissal of Plaintiff's Complaint and Petition, and for such other relief this Court deems appropriate.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

______________________________ Deena Holder

Respectfully submitted,

G. Randall Whittenberger (CPF #8205010342)
MILES & STOCKBRIDGE P.C.
30 West Patrick Street, 6th Floor
Frederick, Maryland 21701
(301) 662-5155; (301) 662-3647
rwhittenberger@milesstockbridge.com

Attorneys for Defendant, Deena Holder

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 26th day of October, 2020, a copy of the foregoing was sent, via electronic case filing to:

R. David Pembroke, Esquire
21 Summit Avenue, 1st Floor
Hagerstown, Maryland 21740

G. Randall Whittenberger

E-FILED; Washington Circuit Court
Docket: 10/27/2020 3:54 PM; Submission: 10/27/2020 3:54 PM

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JEFFREY L. YOUNG, *
*
Plaintiff, *
*
v. * **CASE NO.: C-21-CV-20-000371**
*
JUSTIN HOLDER, et al., *
*
Defendants. *
****

ANSWER TO COMPLAINT

Interested Party, Uncle Eddies Brokedown Palace, LLC, by and through its undersigned attorneys, responds to the published Notice of Clerk Kevin Tucker and answers the Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief filed by Plaintiff Jeffrey Young, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Interested Party avers:

1. Admitted.

2. Admitted.

3. Denied, except admitted the real property in question is located in Washington County, Maryland and that a Plat entitled "Property Line Survey for Harry Wickline" is recorded among the Plat Recordings for Washington County at Plat Record 2499. Further, the accuracy of the Plat is denied.

4. Denied. Further, Interested Party denies this action is properly brought under such statutes or the Maryland Rules.

5. Denied, except admitted that the statutes speak for themselves.

6. Denied, except admitted that the statutes speak for themselves.

7. Denied.

8. Denied. The Complaint fails to state a claim upon which relief can be granted.

9. Denied. Further, such deeds do not provide Plaintiff such ownership. Interested Party possesses rights over parcels claimed by Plaintiff by virtue of its own priority of title, continuous usage by predecessors, priority of title by others, and use as public road.

10. Denied.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied. Further, the last title owner of the area denoted as Parcel 3 is known in the Land Records.

16. Denied.

17. Denied, except admitted Justin Holder has lawfully acted on lands claimed by Plaintiff.

18. Denied.

19. Denied.

20. Denied. Further, Plaintiff has failed to name or join necessary parties.

SECOND DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

Plaintiff has failed to join a party under Maryland Rule 2-211.

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

TENTH DEFENSE

Interested Party possesses all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff.

WHEREFORE, Interested Party, Uncle Eddies Brokedown Palace, LLC, denies Plaintiff's claims and demands judgment and declaratory relief in its favor as to all allegations directed against it, for dismissal of Plaintiff's Complaint and Petition, and for such other relief this Court deems appropriate.

Respectfully submitted,

G. Randall Whittenberger (CPF #8205010342)
MILES & STOCKBRIDGE P.C.
30 West Patrick Street, 6th Floor
Frederick, Maryland 21701
(301) 662-5155; (301) 662-3647
rwhittenberger@milesstockbridge.com

Attorneys for Interested Party,
Uncle Eddies Brokedown Palace, LLC

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 27th day of October, 2020, a copy of the foregoing was sent, via electronic case filing to:

R. David Pembroke, Esquire
21 Summit Avenue, 1st Floor
Hagerstown, Maryland 21740

G. Randall Whittenberger

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JEFFREY YOUNG *

Plaintiff *

v. * CASE NO.: C-21-CV-20-000371

JUSTIN HOLDER, Et Al *

Defendant(s) *

* *

SECOND AMENDED ANSWER OF JUSTIN HOLDER

COMES NOW Defendant, Justin Holder, in proper person, strong in law and deep in facts, and in Second Amended Answer to the Plaintiff, Jeffrey L. Young's Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief, states as follows:

DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the Statute of Limitations.
3. Plaintiff's claims are barred by Laches.
4. Plaintiff's claims are barred by Estoppel.
5. Plaintiff's claims are barred by the doctrine of Waiver.
6. Plaintiff's claims are barred by the failure to join parties under Md. Rule 2-211.
7. Plaintiff's claims are barred by the lack of necessary parties.

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8. Plaintiff's claims are barred by lack of jurisdiction.
9. Plaintiff's reliance on the title and/or rights of 3rd parties is *ultra vires* and/or barred by non mutual defensive collateral estoppel.
10. Plaintiff's claims of *Laches* asserted on behalf of parties who neglected to appear in Court and avail themselves of their rights is *ultra vires* and/or barred by *res judicata.*
11. Plaintiff's claims in equity are barred by the Clean Hands Doctrine.
12. Plaintiff's claims in law are barred by *in pari delicto.*
13. Defendant has superior title to Plaintiff.
14. Defendant possesses all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff.

ANSWER TO THE ALLEGATIONS

In Answer to the specific allegations of the Complaint, the Defendant states as follows:

13. Defendant admits the allegations contained in paragraph 1 of the Complaint.

14. Defendant admits the allegations contained in paragraph 2 that Justin Holder and Deena Holder are residents of Washington County, Maryland, but to the extent that "All Unknown Persons .... That May Claim Any Right, Title or Interest" in real estate claimed by the Plaintiff are unascertainable in both number, identity and location, Defendant denies the balance of the allegations contained in paragraph 2 of the Complaint.

15. Defendant denies the allegations contained in paragraph 3 of the Complaint, except Defendant admits that there is a Plat entitled "Property Line Survey for Harry Wickline" dated June 15, 1988, and recorded among the Plat Records for Washington County, Maryland, at Plat Record 2499. Defendant specifically denies the accuracy of said plat.

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16. Defendant denies the allegations contained in paragraph 4 of the Complaint, and further denies this action is properly brought under such statutes or the Maryland Rules.

17. Defendant denies the allegations contained in paragraph 5 of the Complaint, but admits that the statutes speak for themselves.

18. Defendant denies the allegations contained in paragraph 6 of the Complaint, but admits that the statutes speak for themselves.

19. Defendant admits the allegations contained in paragraph 7 of the Complaint.

20. Defendant denies the allegations contained in paragraph 8 of the Complaint.

21. Defendant denies the allegations contained in paragraph 9 of the Complaint, and further specifically states that Defendant owns the fee simple land claimed by Plaintiff, which land is also subject to a record-title right of way, a public road, a prescriptive easement, and an easement by implication.

22. Defendant denies the allegations contained in paragraphs 10 through 15 in the Complaint.

23. Defendant admits the allegations contained in paragraph 16 of the Complaint.

24. Defendant denies the allegations contained in paragraphs 17 through 19 in the Complaint.

25. Defendant denies the allegations contained in paragraph 20 of the Complaint, and specifically denies that the Plaintiff has made reasonable good faith efforts to locate any party claiming an interest in his property, and that Plaintiff has named or joined all necessary parties. Plat 10649 recorded among the plat records of Washington County, Maryland depicts MD Department of Natural Resources as owner of land on the Eastern boundary of the Stonecrest Development. The Ickes's are in actual possession of Parcel 3.

FURTHER ANSWER - MD Real Prop Code § 14-607

MD Real Prop Code § 14-607(a)(1) (2019) - Answer - Claim the Defendant has to the Property

26.Defendant is the legal owner by virtue of recorded title held at Liber 6370 Folio 249 et seq. of the Washington County Land Records and Liber 6414 Folio 219 et seq. of the Washington County Land Records; of "Parcel 3" as described on the Plaintiff's Complaint; and other fee simple land in the general vicinity.

27.Defendant is the legal owner by virtue of recorded title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records, of fee simple property north of "Parcel 3" known as the "Abandoned Railroad" labeled Baltimore and Ohio RR on "plat 2499" described in Complaint Paragraph 3; and other fee simple land in the general vicinity.

28. Defendant is the legal owner by virtue of recorded title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records, of fee simple property south of "Parcel 2" known as the "DogStreet Road" labeled same on "plat 2499"; to the extent Grantor of aforesaid deed is determined to have retained the fee simple ownership of "DogStreet Road" in prior transactions.

MD Real Prop Code § 14-607(a)(2) (2019) - Answer - Facts tending to controvert material Allegations of the Complaint

29.Adverse Possession is a fact for the Jury to decide, the Plaintiff does not have jurisdiction in equity, legal title draws possession to the legal owner, equity entertains jurisdiction when a party is in possession or lacks remedy at law, the Plaintiff is not and can not be in constructive possession of property he does not have the better legal title to. "The 'ground of equity jurisdiction' in a bill *quia timet* was the fact of actual or constructive possession." See *Porter v. Schaffer*, 728 A. 2d 755 - Md App (1999)

30. In *Goen v. Sansbury*, 149 A. 2d 17, 255 - Md (1959) "The principles of law that control the case are well established:

> Generally, one who has color of title, like one who has actual title, has constructive possession of the land within the outlines of his title, although he actually occupies only a part of it. However, one who enters upon the land of another, though under color of title, gives no notice to that other of any claim, except to the extent of his actual occupancy. Thus, if a true owner be in actual possession of part of the whole land to which he has record title, he is in constructive possession of all of the land which is not actually possessed by another who claims through color of title, and this although the owner's actual possession is not within the limits of the land claimed by the other. This result has been reached by the cases because both parties cannot be seised at the same time of the same land under different titles and the law adjudges, therefore, the seisin of all that is not in the actual occupancy of the adverse party to him who has the better title.
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> *** *** ***
>
> In *Hines v. Symington,* 137 Md. 441, 446, it was said: 'This Court has decided that the possession of part of a tract of land by the rightful owner is constructive possession of the whole, as against one in possession of a part and claiming the whole under color of title, except as to the part actually occupied by the claimant.' The statement was based on the decision in *Schlossnagle v. Kolb,* 97 Md. 285, 292. There the Court said: 'In this kind of mixed constructive possession the legal seisin is according to the title. Title draws possession to the owner', and then adopted from 3 *Washburn on Real Property,* Sec. 1986, the statement that '* * * as against the owner in occupation adverse possession under color of title is of no avail as a foundation of title. This is true even if the owner go into occupation of a part of his land after the disseisin has commenced. The running of the statute will thereby be stopped as to so much of the land as was constructively possessed and will be restricted to that in actual possession.' See also *Hunnicutt v. Peyton,* 102 U.S. 333, 26 L.Ed. 113." [Emphasis Added]

31.Acts in Pais such as abandonment are a fact for the jury to decide. “The act or acts relied on, however, to effect such result, must be of a decisive character; and while a mere declaration of an intention to abandon will not alone be sufficient, the question, whether the act of the party entitled to the easement amounts to an abandonment or not, depends upon the intention with which it was done, and that is a subject for the consideration of the jury.” See *Chevy Chase Land Co. v. US,* 733 A. 2d 1055 - Md: Court of Appeals 1999 (citing *Vogler v. Geiss*, 51 Md. 407 - 1879)

*32.*Maryland law "Where the condition of the title is known to both parties or both have the same means of ascertaining the truth, there can be no estoppel." see *Jurgensen v. New Phoenix*, 843 A. 2d 865 - Md: Court of Appeals 2004. (Quoting *Mountain Lake Park Ass'n v. Shartzer*, 83 Md. 10, 13-14, 34 A. 536, 537 (1896) (quoting *Brant v. Virginia Coal & Iron Co.,* 93 U.S. 326, 337, 23 L.Ed. 927, 929-30 (1876))

33.“Of course, the party who relies on an estoppel has the burden of proving the facts that create it.” *Jurgensen v. New Phoenix*, 843 A. 2d 865 - Md: Court of Appeals 2004.(citing *Doub v. Mason, 2 Md. 380, 406 (1852); First Nat. Bank v. Mayor and City Council, 27 F.Supp. 444, 454 (D.Md.1939)*)

34. Even under the relaxed standard of estoppel, the Plaintiff points to nothing the Defendants have done intentionally or innocently, which Plaintiff relied upon to change his position to his detriment., see *Zimmerman v. Summers*, 330 A. 2d 722 - Md. App (1975) “The rather narrow scope of the factual basis required for estoppel was expressed in *Oberheim v. Reeside,* 116 Md. 265, 81 A. 590 (1911), where the Court said, at 276-77*:*

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> ‘It is a well settled principle that mere silence as to rights of record does not create an estoppel. *Frazee v. Frazee*, 79 Md. 30. In *Schaidt v. Blaul*, [66 Md. 141, 6 A. 669 (1886)] an alley was obstructed by the erection of massive stone wall, and a stable, the former having been finished and the latter being in course of construction when the owner of an easement in the alley applied for an injunction. The defense was interposed, among others, that the plaintiff with full knowledge that the work was in progress and that large sums of money were being expended upon it by the defendant, made no complaint of any kind until it was completed. *Casey v. Inloes*, 1 Gill 502, as follows: “The doctrine that where one stands by and sees another laying out money on property, to which he himself has some claim or title, and does not give notice of it, he can not afterwards, in equity and good conscience, set up such claim or title, **does not apply to an act of encroachment on land, the title to which is equally well known, or equally open to the notice of both parties**; but the principle applies only against one who claims under some trust, lien or other right, not equally open and apparent to the parties and in favor of one who would be misled or deceived by such want of notice.”’

*** *** ***

The rule, unrelaxed, is stated, with specific application to real property, in 28 Am.Jur.2d *Estoppel & Waiver* § 81 (1966) as follows:

> 'As a general thing, in order to establish an equitable estoppel against one asserting his title or claim to real property, the party attempting to raise it must show an actual fraudulent representation, concealment, or such conduct or negligence as will amount to a fraud in law, and that the party setting up such estoppel relied thereon, and was actually misled thereby to his injury. If, at the time when he acted, the party claiming the estoppel had knowledge of the truth, or had the means by which with reasonable diligence he could acquire the knowledge so that it would be negligence on his part to remain ignorant by not using those means, he cannot claim to have been misled by relying upon the representation or concealment. It must be pointed out, moreover, that in all instances a clear, strong case of estoppel must be made out where a clear legal title to land, requiring written conveyance to pass it, is to be divested out of its owners and vested in others as if a conveyance had been made. Furthermore, it has been stated that an estoppel in *pais* alone is not sufficient to cause equity to compel a transfer of the title to real estate to the one in whose favor it runs, when the value of the land has materially increased since the estoppel accrued, so that payment of its former value, without interest, will involve less injury to those in possession. Of course, **a mere trespasser may not estop the owner from asserting his title in a court of law or equity.**'" [Emphasis Added]

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35.The Declaratory Judgment requested by Plaintiff in determining the construction of a recorded instrument is a matter of law, any ambiguous language contained in the instrument is a fact for a jury to decide. *Gov't Employees Insur. v. DeJames, 256 Md. 717, 720, 261 A.2d 747 (1970); Ebert v. Millers Fire Ins. Co., 220 Md. 602, 610, 155 A.2d 484 (1959)*

36.“The Maryland Uniform Declaratory Judgment Act, Md.Code (1974, 1996 Repl. Vol.), §§ 3-401 through 3-415 of the Courts and Judicial Proceedings Article (CJ), provides that "[t]he fact that a proceeding is brought under this subtitle does not affect a right to jury trial which otherwise may exist." CJ § 3-404. Thus, prior to the 1984 procedural merger of law and equity, see Rule 2-301, a declaratory judgment proceeding could be brought on the law or equity side of a circuit court.” *Kann v. Kann*, 690 A. 2d 509 - Md: Court of Appeals 1997 also see *Himes v. Day,* 254 Md. 197, 206, 254 A.2d 181, 186 (1969).

37.Plaintiff by his trespass and interference claims to have terminated the property rights of Defendants. The Plaintiff request the Court reward his bad behavior with equity, but Plaintiff is not so afforded based upon the facts as a matter of law. The Doctrine of Clean hands expressly Barrs Plaintiff from equity, see *Adams v. Manown*, 615 A. 2d 611 - Md. (1992) quoting **D. Dobbs,** *Remedies § 2.4, at 46 (1973)* puts the concept as follows:

> "It is only when the plaintiff's improper conduct is the source, or part of the source, of his equitable claim, that he is to be barred because of this conduct. `What is material is not that the plaintiff's hands are dirty, but that he dirties them in acquiring the right he now asserts.’”

and *Adams supra:*

> “The clean hands doctrine is not applied for the protection of the parties nor as a punishment to the wrongdoer; rather, the doctrine is intended to protect

> the courts from having to endorse or reward inequitable conduct. *Space Aero Prods. Co. v. R.E. Darling Co.,* 238 Md. 93, 120, 208 A.2d 74, 88, *cert. denied,* 382 U.S. 843, 86 S.Ct. 77, 15 L.Ed.2d 83 (1965); *Niner v. Hanson,* 217 Md. 298, 309, 142 A.2d 798, 803 (1958). "It has also been said that the maxim has nothing to do with disapproval of the character or past behavior of the applicant but only with the effect of his present application." *Niner,* 217 Md. at 309, 142 A.2d at 803. "`Equity does not demand that its suitors shall have led blameless lives.'" *Id.* (quoting *Loughran v. Loughran,* 292 U.S. 216, 229, 54 S.Ct. 684, 689, 78 L.Ed. 1219, 1227 (1934)). Thus, an important element of the clean hands doctrine is that the alleged misconduct must be connected with the transaction upon which the claimant seeks relief."
>
> See also, in this state, *Thomas v. Klemm,* 185 Md. 136, 142, 43 A.2d 193, 197 (1945); *Baltimore Humane Impartial Soc'y & Aged Women's & Men's Homes v. Marley,* 156 Md. 478, 482, 144 A. 521, 522 (1929); *Equitable Gas Light Co. v. Baltimore Coal Tar and Mfg. Co.,* 65 Md. 73, 84-85, 3 A. 108, 111 (1886), and elsewhere, *Fibreboard Paper Prods. Corp. v. East Bay Union of Machinists, Local 1304, United Steelworkers of America, AFL-CIO,* 227 Cal. App.2d 675, 39 Cal. Rptr. 64, 98 (1964) (applying the maxim where the claim sued upon is independent of the unclean hands conduct "would be to sanction an assault upon a person who has perpetrated a fraud upon or breached a contract with the assaulter")."

38.To the extent the Plaintiff has trespassed or interfered with Defendants property rights in a way that he has factual evidence for an ACTION AT LAW, he has not done so for the required 20 year period in which the statute of limitations has foreclosed the Defendant's right to Ejectment and/or damages for interference in the same. In the case of *Schaeffer v. Sterling,* 176 Md. 553, 6 A.2d 254 (1939), the Court stated that when applying the clean hands doctrine an equity court "will leave [the complainant] to whatever remedies he may have *at law.*" *Id.* at 555, 6 A.2d at 255 (emphasis added).

*39.*This Court has held that *laches* "is a defense in equity against stale claims, and is based upon grounds of sound public policy by discouraging fusty demands for the peace of society.*" Ross v. Board of Elections,* 387 Md. at 688 670, 876 A.2d at 704,, 876 A.2d at 703*,* quoting *Parker v. Board of Election Supervisors,* 230 Md. 126, 130, 186 A.2d 195, 197 (1962)*; Buxton v.*

Buxton, 363 Md. 634, 645, 770 A.2d 152, 158 (2001)*; Berman v. Leckner, 193 Md. 177, 187, 66 A.2d 392, 396 (1949); Kaufman v. Plitt,* 191 Md. 24, 28, 59 A.2d 634, 635 (1948).

*40.*When a case involves concurrent legal and equitable remedies, "the applicable statute of limitations for the legal remedy is equally applicable to the equitable one." *Frederick Road Ltd. Partnership v. Brown & Sturm,* 360 Md. 76, 117, 756 A.2d 963, 985 (2000)*, q*uoting *Schaeffer v. Anne Arundel County, 338 Md. 75, 81, 656 A.2d 751, 754 (1995).*

41.Plaintiff Jeffrey Young has owned property known as 13 Dogstreet road in Keedysville, MD for 32 years, with Notice/knowledge when he purchased the property there was a public road to Keedysville that burdened the property. Plaintiff Young slumbered, doing nothing to extinguish, block or terminate the use of the road that he knew burdened his property. Plaintiff Young to do this day has failed to assert any claim in Court that the Road over his property known as Parcel 1 has been lost by A*cts in Pais* or somehow terminated. In fact Mr. Young and others still use the road regularly without challenge.

42.Plaintiff Jeffrey Young has produced Right of Way Records to the benefit of Potomac Edison company, that expressly burden Parcel 2 in the instant litigation. Jeffrey Young has failed to join Potomac Edison to the suit or acknowledge the property rights of Potomac Edison in his pleadings.

43.Plaintiff Jeffrey Young was on notice of a deed overlap with Jennifer Butts property as described on deed recorded at Liber 659 folio 580 among the land records of Washington County, Maryland; by and through the plat recorded at folio 2499 among the plat records of Washington County, Maryland. Plaintiff Jeffrey Young obtained a quit claim from Jennifer

Butts to perfect title to the area of deed overlap known as Parcel 2, but neglected to obtain a quit claim for Parcel 3 overlap as depicted on plat 2499 and described by Expert Frederic Frederick. Plaintiff Jeffrey Young accepted title to Parcel 2 by virtue of deed recorded at Liber 1108 folio 0790 among the land records of Washington County, Maryland; aforementioned deed was "conveyed together with and subject to all applicable covenants, conditions, restrictions, easements, limitations, rights-of-way, streets, alleys, reservations and easements of record."

44.Plats 8292 and 10649 recorded among the Plat records for Washington County, Maryland all depict a road (that Plaintiff Young is granted the use of existing drive) as running over and through Parcel's 1 and 2 claimed by Young on his title deeds of record. Mr. Young has admitted that he has never prosecuted anyone for a trespass or taken any legal action to stop persons and the public from using the road depicted on aforementioned plats in the 32 years he has resided at 13 Dogstreet road, Keedysville, Maryland. Mr. Young has admitted to personal knowledge that member of the public have traveled the roads depicted on the aforementioned plats, hostile to his interest in the fee simple land beneath, constantly, continuously, openly and notorious for as long as he has resided in Keedysville, Maryland.

45.Christopher Joliet, Esq. admitted and accepted that the Plaintiff Jeffrey Young would have no claim to adverse possession tacking on Parcel 3 during his February 2022 depositions in this instant litigation.

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46.Christopher Joliet, Esq. admitted and accepted that he was “not a surveyor” multiple times when asked to describe the property in Plaintiff Young’s actual possession in terms of metes and bounds during his February 2022 depositions in this instant litigation.

47.Christopher Joliet, Esq. admitted and accepted that certain plat(s) are “just wrong” and “a mistake” multiple times during his February 2022 depositions in this instant litigation.

48.In a September 23rd, 2021 hearing in case C-21-CV-21-000116 *Holder v Morral et al.,* Honorable Judge Brett Wilson ruled that Christine Morral’s statements that “there was no deed to the right of way, uh, which has been defined as a ‘wagon trail’” were false.

49.On July 31st, 2020 in the district court peace order trial of *Morral v Holder* Honorable Judge Mark Thomas made a finding of fact after parties Scott and Christine Morral and Justin Holder presented all their evidence that there was no evidence the wagon trail easement had been abandoned. Honorable Mark Thomas is a competent judge and findings of fact by a competent court shall not be set aside, only errors in application of the law based upon those facts. Plaintiff Jeffrey Young was a party to the temporary peace order proceedings which were held in consecutive manner as a quasi-joined action.

50.Plaintiff Jeffrey Young and Defendant Justin Holder both make claims to the fee simple unencumbered land in which the Washington County Board of County Commissions have claimed a prescriptive easement commonly known as “DogStreet Road”.

51.The Washington County Real Property Administrator Todd Moser has Testified that the County is unable to locate recorded title to “DogStreet Road”. “Okay.· Are you aware of

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whether there's ·a deed for Dogstreet Road? A· · Off the top of my head, I don't know if Dogstreet -- if there is a deed for that, no." Moser Depo 46:13-16.

52.Christopher Lokey, Public Information Agent for the Maryland State Highway Administration informed the Defendant through Public Information Act, that the State of Maryland is unable to locate recorded title to "DogStreet Road".

53.Plaintiff Jeffrey Young and Defendant Justin Holder both make claims to the fee simple unencumbered land or have possessor interest to aforesaid fees simple land; in which the Maryland Department of Natural Resources also makes claim by deed recorded at Liber 1015 Folio 796 et seq. of the Washington County Land Records.

54.The "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad was Abandoned by I.C.C. Docket AB 19 Sub 20 on June 19th, 1978 and served June 22nd, 1978. The aforesaid abandonment was consummated on or before November 15th, 1978 by letter from Regina Gunning, General Attorney; confirming the ties, tracks, timber were salvaged and all bridges dropped by journal entry.

55.Michael Swygert, Director of Information for the Maryland Department of General Services (Mr. Swygert), in Subpoena *Duces Tecum* served July 20th, 2021 (DGS Subpoena), did not produce any Federal "RAIL-BANKING" agreements, when specifically requested in the Schedule of Documents; to illustrate the Maryland Department of Natural Resources Federal Authority for Continued Use of the "Abandoned Railroad" as a Hiker/Biker Trail.

56.“Mr. Swygert”, in “DGS Subpoena”, did produce evidence the character of title CSX Transportation INC.; transferred to the State of Maryland to the benefit of the Department of Natural Resources was unknown, unconfirmed and/or contested. The Responsive documents included SKM_454e21070909521.pdf described as a spreadsheet of parcels acquired by the “Abandoned Railroad”. The column on SKM_454e21070909521.pdf titled “Character of Title” was redacted.

57.Letter from CSX Transportation INC., offered to provide assistance for 10 years to reimburse the State of Maryland $3082.44 per acre, for the portions of property quit claimed by deed at Liber 1015 Folio 796, that had “claims regarding title........confirmed by the Court” and “sale assistance [did] not include cost to defend title”. Aforesaid letter is annexed to the aforesaid deed and recorded in Land Records.

58.The “Abandoned Railroad” described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad which was acquired by the Washington County Rail Road Company as a *quasi*-public company incorporated by Chapter 334 of the Acts of Assembly of 1864, which said company was granted, by the said Act limited right “to construct a road or roads from Hagerstown to any point on the line of the Baltimore and Ohio Railroad east of Harper’s Ferry ... not exceeding sixty-six feet wide,” and “after the purchase and condemnation thereof ... may enter upon and use and excavate any land that may be wanted for the site of the said railroad.”.

59.Plaintiff Jeffrey Young and Defendant Justin Holder both enter upon and make use of the “Abandoned Railroad” described as the Hagerstown to Weaverton/Washington County

Branch of the B and O Railroad and have taken occupation of same; operating motorized vehicles and equipment on the land for maintenance and enjoyment at will.

60."[t]he general rule is that the right and title to a mere easement in land acquired by a *quasi*-public corporation, either by purchase, condemnation or prescription, for a public purpose is dependent upon the continued use of the property for that purpose, and when such public use is abandoned the right to hold the land ceases, and the property reverts to its original owner or his successors in title." *Maryland & Pa. R. Co. v. Mercantile-Safe Deposit & Trust Co*., 224 Md. 34 (1960), *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md (1999), *East Wash. Railway v. Brooke,* 223 A. 2d 599 - Md (1966), *Read v. Montgomery County*, 643 A. 2d 476 - Md App (1994), *DC Transit Systems v. SRC*, 270 A. 2d 793 - Md (1970), and *Montgomery Co. v. Bhatt*, 130 A. 3d 424 - Md (2016).

61.Section 3 of Chapter 334 of the Acts of Assembly of 1864 granted the "...Washington County Railroad Company, and by that name shall be capable in law of purchasing, holding, selling, leasing and conveying estates, real , personal and mixed, so far as shall be necessary for the purposes hereinafter mentioned, **and no further**..." [Emphasis Added]

62.In case C-21-CV-20-000430, Justin Holder claimed title to the fee simple property known as the "abandoned railroad" and the Maryland Department of Natural Resources capitulated in any claims, negotiated a dismissal with Plaintiff Benjamin Estes in exchange for Plaintiff "abandoning his claim to the railbed", and was dismissed over the objection of Justin Holder.

63.In an email from the assistant attorney general to the deputy state's attorney on October 13, 2020, she stated: "DNR understands that your office may determine to nolle pros the four citations issued to Justin Kyle Holder in June 2020. Please let me know if you plan to prosecute Mr. Holder under Criminal Law Section Article 6-301 for Malicious Destruction of Property, which you seemed inclined to pursue as late as September 11, 2020 according to your email to Mr. Holder's attorney."

64.The deputy state's attorney responded, harshly criticizing the DNR for wanting to maintain the case against Justin Holder when DNR is not even confident enough in its own title to bring an action to assert the same in civil court:

"As requested in my e-mail of October 1, 2020, please let me know how DNR is going to proceed on the civil end. Your e-mail was silent regarding my request for information – not that you have any obligation to tell me. The State will wait until the citations are set for trial to make any determination on how it is going to proceed, but given the DNR's apparent lack of interest in this matter, additional charges are unlikely, unless a different victim, who is more interested in asserting its rights steps forward. Needless to say, this office won't be devoting any keen resources to a case that the DNR won't take to civil court. I'll let you know when the citations are set. Mary [Ironside], if and when this matter goes to trial, please be ready to explain during your testimony why DNR feels that criminal charges are appropriate in a case where DNR cannot or will not exert its property rights in equity court. The Judge will want to know and understand that answer, because it goes to the heart of the matter. It is a real headscratcher." (Emphasis added)

65.When the I.C.C. approved abandonment of the Washington County Branch of the B and O Railroad on June 18th, 1978 it did so with the authority of the Public through Congress in 1920 with the Transportation Act; which gave the I.C.C. the absolute authority to decide that an "abandoned line is a matter which the experience of the Commission qualifies it to decide. And, under the statute, it is not a matter for judicial redecision."[Emphasis Added] *Purcell v. United States*, 315 U. S. 381, 384 (1942). See further *Chicago & North Western Transp. Co. v. Kalo Brick & Tile Co.*, 450 US 311 - Supreme Court 1981.

66.While the I.C.C. did provide a 180 day opportunity for the Public to claim rights , the I.C.C. did not place any conditions of Public use on the Rail Line under the 1976 Railroad Revitalization and Reform Act 49 U.S.C. Section 809(c).

67.The National Trails System Act, 16 U.S.C. 1248 Section8(d) was passed in 1983 5 years after the I.C.C. docket AB 19 sub 20 total right of way and line abandonment was consummated by November 15th, 1978 letter advising the I.C.C. the line was salvaged.

68.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the question “Does the public have any use for the abandoned railroad, eminent use to benefit the public currently?” for the Maryland Department of Resources “I don't know.”.

69.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the question “How is that land right now being used to benefit the public, if at all?” for the Maryland Department of Resources “I don't know.”.

70.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the question “Is there any spot on the Weverton to Roxbury Rail Trail that people can ride their bikes right now, that you're aware of?” for the Maryland Department of Resources “I don't know.”.

71.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the questions “Have you ever seen anybody riding their bike on the abandoned railroad?” and “Have you ever seen anybody hiking on the abandoned railroad?” for the Maryland Department of Resources “No”.

72.The Maryland Department of Natural Resources have been on notice of Justin Holder’s claimed rights and interest, have neglected to come to Court and avail themselves of any claimed rights and interest adverse to Justin Holder and should be concluded in the same proceeding as they have acquiesced and capitulated when faced with a claim superior to any title they currently hold to the “abandoned railroad”.

73.The “Wagon Road” that burdens Defendant Justin Holder’s title located at Liber 6414 Folio 219 was created by the Washington County Railroad Company as required by Section 12 of Chapter 334 of the Acts of Assembly of 1864 ; as aforesaid Act expressly states “ways, either public or private, it shall be the duty of the said President and Directors of said company so to construct the said road across such established road or way, as not to impede the passage or transportation of persons or property along the same, or when it shall be necessary to pass through the lands of any individual it shall also be their duty to provide for such individuals proper wagon, ways across said road or roads, from one part of his lands to the other, and whenever any road or roads may hereafter be authorized to be made by the Legislature, when it may be necessary to cross said railroad, the company shall make or cause to be made a proper and convenient way for road to cross, the expenses of which shall be paid as the Legislature may direct.".

74.The Public Road created by Section 12 of Chapter 334 of the Acts of Assembly of 1864 benefitted at least 3 parcels (Parcels 412, 414 and 127) with unique tax identification numbers in Keedysville, Maryland claimed by 3 unique owners simultaneously until 1963. After 1963 the 3 unique parcels were claimed by at least 2 unique owners simultaneously. On July 6th, 2017 Grantors of instrument recorded in the Washington County Land Records at Liber 5540 Folio 476 claimed to own "Parcels 412 and 127", Bryan Curtis Smith claimed to own "Parcel 414" and was not a party to the aforesaid instrument.

75.The Public "Wagon Road" created by Section 12 of Chapter 334 of the Acts of Assembly of 1864 is depicted on the 1936 J.B. Ferguson Atlas revised 1937 of the Public Roads of Washington County that hangs in the Land Records Room in the Washington County Courthouse. (1936 Atlas)

76. Defendant, Justin Holder, is the owner of lands specifically described as "8,286 square feet or 0.19 acres of land more or less" by virtue of deeds recorded among the Land Records of Washington County, Maryland at Liber 6370, folio 249 (deed "L6370f249"), Liber 6414, folio 219 (deed "L6414f219") and Liber 6729 folio 365 (deed "L6729f365"), situated within the geographical limits of the Town of Keedysville and lying and being between lands owned by Plaintiff JeffreyYoung and the Stonecrest Development, (Said lands are specifically described in said Deeds as the "Remaining Lands of Parcel No. 3 Liber 659, folio 580," and referred to hereinafter as the "Remaining Lands"). Deed L6370f249 purports to contain a complete chain of title to land described in deed L659f580. To the extent Grantor Stonecrest Development LLC in deed L6370f249 did not acquire perfect title to all Remaining Lands, Plaintiff has been granted all lands remaining in title of the predecessor of Stonecrest Development LLC and Grantee on L659f580, Jennifer Butts; by deeds L6414f219 and L6729f365.

77. It is the Plaintiff's burden of proof to show title that is prima facia good in sustaining his action in equity *Porter v. Schaffer*, 728 A. 2d 755, 767 - Md App(1999):

> "The purpose of an action to quiet title is to 'protect the owner of legal title "from being disturbed in his possession and from being harassed by suits in regard to his title by persons setting up unjust and illegal pretensions...."' *Wathen v. Brown,* 48 Md. App. 655, 658, 429 A.2d 292 (1981)(quoting *Textor v. Shipley,* 77 Md. 473, 475, 26 A. 1019 (1893)). In pressing such a claim, the plaintiff has the burden of establishing both possession and legal title by 'clear proof.' *Stewart v. May,* 111 Md. 162, 173, 73 A. 460 (1909); *see Polk v. Pendleton,* 31 Md. 118, 124 (1869)(stating that the claimant must prove 'clear legal and equitable title to land connected with possession').

A helpful notation in 65 Am.Jur.2d *Quieting Title* (1972 & Supp.1998) describes the various burdens of proof that traditionally apply to a quiet title action. The notation states, in part:

§ 78 Complainant's burden of proof.

> In a quiet title action, or a proceeding to remove a cloud from title, the burden of proof rests with the complainant as to all issues which arise upon essential allegations of his complaint. He must prove title in himself if the answer denies his title or if the defendant claims title adversely.... Complainant in a quiet title action must present clear or satisfactory proof of title to be entitled to relief; if the showing in this respect leaves judicial conscience in doubt, relief will be denied. As frequently stated, the complainant's right to relief depends upon **the strength of his own title**, not upon the weakness of the title of his opponent. Thus, it has been said that a plaintiff has no interest in land if he himself does not own it, and that whomever the court determines to be the true owner is of no concern to him.

> **Having failed to establish title in himself,** he cannot complain of insufficiency of the evidence upon which the court adjudged title to be in the defendant." [Emphasis Added]

Plaintiff Young's Complaint fails on its face to establish title in Plaintiff as it unambiguously states in ¶15 "The last title owner of Parcel 3, shown on the aforesaid Plat, is unknown."

78. Deed L6370f249 Granted from Stonecrest Development LLC was executed by Professional Land Surveyor Gary Castle ("Mr. Castle"). In or around the year 2002 through 2006, Mr. Castle (or his agents) performed the Survey work for Stonecrest on Plat 8292 and signed the same as being completed under Mr. Castle's care.

79. While performing survey work for Plat 8292, Mr. Castle looked for the Stone monument and other monuments called for on deed L659f580 and/or l885f110; and in his search for aforesaid monuments broke and entered (as Member/agent/owner/licensee of Stonecrest Development LLC) the land claimed in part by Mr. Young in the instant case, only to the extent Mr. Young had actual possession of aforesaid claimed land.

80. On January 12th, 2022 Defendant Jeffrey Young told Plaintiff that his property was abandoned when he purchased it in 1988, the stone house was dilapidated, and Defendant Jeffrey Young's predecessor Harry Wickline and wife had not been living in the house or may have never occupied the property at all during their 21 year tenure.

81. Plaintiff and his agents' testified and answered discovery in the instant case that parcel 3 depicted on plat 2499 was woodlands, vacant and unoccupied wild lands until recently.

82. On January 12th, 2022 Jeffrey Young told Justin Holder that he had permission from Gary Castle and Jenifer Butts to be on the land he claims to have adversely possessed that was in Gary Castle and Jenifer Butts legal title.

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83. On January 12th, 2022 Jeffrey Young told Justin Holder he was aware there was a Road to Keedysville that passed through his claimed land at 13 dogstreet road in Keedysville, Maryland.

84. On January 12th, 2022 Jeffrey Young told Justin Holder that prior to May 29th, 2020 he has never attempted to block any road or way of travel over parcel 3 from being used by Defendants or Defendant's predecessors in title.

85. On January 12th, 2022 Jeffrey Young told Justin Holder that hunters have taken deer out of his stands, and members of the public have constantly and continuously trespassed upon the land he claims to have adversely possessed.

86. On May 29th, 2020 Jeffrey Young walked what he stated was the property line of his land at 13 Dogstreet road Keedysville, Maryland, that line beginning at an iron pin after the 6th line in deed L885f110 which is Plaintiff's exhibit in the instant complaint.

87. On January 12th, 2022 Jeffrey Young told Justin Holder that ever since he owned the property at 13 Dogstreet road, the public has vandalized his cable(s) and no trespassing signs, ripping the signs down and notoriously occupying and camping on the property he has claimed to have adversely possessed.

88. On February 22nd, 2022 Christopher Joilet, Esq. attested to having knowledge that automobiles have driven on the Road to Keedysville in the 1970's and prior, calling the Road to Keedysville a "lovers lane".

89.Deed L659f580 the predecessor deed to Stonecrest purports that the Eastern boundary of lands described therein are the same lines as the 2nd and 3rd lines on a deed dated September 10th, 1832 from David Hess of Montgomery, Ohio to Samuel Cost of Washington County, Maryland and recorded at Liber N. N. Folio 520 (deed "NN520") among the Land

Records of Washington County, Maryland. Defendant Uncle Eddies is the record owner of land North of Stonecrest by confirmatory deed dated July 18th, 2020 from the Estate of Mary Jane Hutzell and recorded at Liber 6468 folio 345 (deed "L6468f345") among the Land Records of Washington County, Maryland. The deed L6468f345 purports to contain a chain of title back to land described on deed NN520, and further describes the property as a peninsula shaped piece of land North of Stonecrest and generally bound by the Little Antietam Creek in Keedysville, Maryland.

90.Defendant's Remaining Lands are described by Professional Land Surveyor George Nagel ("Mr. Nagel") at folio 253 of deed L6370f249 on a Surveyor Certificate appended thereto, that more particularly describes a portion of the Defendant's land in Keedysville, MD as beginning at a Stone Monument (the "Stone") "found" on the 12th line of deed dated April 30th, 1945 from Grantor's J. Albert Shank and Francis S. Harp, Attorneys in fact for Sarah E. Shank and Sarah E. Shank, widow to Roy G. Reeder and Mae Reeder, his wife and recorded among the Land Records of Washington County, Maryland at Liber 230 folio 139 (deed "L230f139").

91.In 1988 Professional Land Surveyor Frederic Frederick ("Mr. Frederick") performed survey work for Mr. Young's predecessor Harry Wickline and made a plat of same known as Plat 2499 (Plat "2499") and recorded aforesaid Plat 2499 among the Plat Records of Washington County, Maryland. Mr. Frederick "set" Iron Pins at what Mr. Frederick believed to be the Northern Boundary of Mr. Young's property described on deed L885f110.

92.Benjamin Estes is the record owner of land in Keedysville, MD East of the Little Antietam Creek and has filed suit in the Washington County Circuit Court designated as case C-21-CV-20-000430 (case "430") alleging *inter alia* to own land on the West side of the

Little Antietam Creek, by legal title or adverse possession and requesting that the Court Quiet Title to the same. The property Mr. Estes claims, was surveyed by Mr. Frederick in 1990 and Plat 4040 (Plat "4040") was recorded among the Plat Records of Washington County, Maryland to further describe aforesaid claimed land. Mr. Frederick also prepared a property description for Mr. Estes predecessor in title that describes the claimed land being conveyed as binding on the land of Harry Hutzell jr., a predecessor to Uncle Eddie along the Western Boundary as purported in deed L6468f345. The monuments used to describe the Western boundary of Mr. Estes claimed land by Mr. Frederick were either "set" during the survey work for Plat 4040, or designated as such for the first time in the description Mr. Frederick prepared after conducting aforesaid survey work for Mr. Estes predecessor.

93.In a March 2022 deposition in case C-21-CV-20-000430, Esquire John Dowling stated he was hired by Mr. Estes because Mr. Frederick would not stand behind his survey. In case C-21-Cv-20-000371, Mr. Young designated expert surveyor Frederic Frederick as a witness, and then immediately withdrew the designation when Mr. Frederick's agent Sarah James, Esq. demanded the same from Mr. Young's agent David Pembroke, Esq.

94.Deed L230f139 references a deed dated April 1st, 1864 from Nicholas Stine and wife to Jacob Keedy recorded at Liber I. N. 17 folio 583 (deed "IN17f583") among the Land Records of Washington County, Maryland. The lines by courses and distance on IN17f583 describe the same land as Parcel 4 on L230f139 saving and excepting a parcel of land granted from Hoover to Clopper on February 14th, 1896 and recorded at Liber 104 folio 541 (deed "L104f541") among the Land Records of Washington County, Maryland. Deed L104f541 is purportedly a predecessor deed to the Southern part of Lands claimed by Mr. Estes in Keedysville, Maryland according to Mr. Frederick. The other portions of L230f139 Parcel 4

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are now part of the Rockingham Subdivision in Keedysville, Maryland or claimed by Mr. Young by deed L885f110.

95.Mr. Estes also claims lands in Keedysville, Md known as Parcel 293, which were subdivided away from the lands described as Parcel No. 4 on deed L230f139 ("parcel 293"). Parcel 293 is benefitted by an express easement for ingress and egress over and through lands claimed by Mr. Young and recorded on deeds L434f776 and L885f110. When the Defendants in case C-21-CV-20-000430 are successful in their thus far superior claim of title to land in dispute, Mr. Estes Parcel 293 will be landlocked without a right of way over and through lands of Mr. Young.

96.The 9th through 13th lines of deed IN17f583 run generally the same bearings and distances as the 2nd through the 6th lines on deed NN520. In 1865 Samuel Cost was the record owner of lands described by deed NN520 and Jacob Keedy was the record owner of lands described by deed IN17f583; therefore the 5 lines being lines 2 through 6 on NN520 and lines 9 through 13 on IN17f583 formed the divisional line between Samuel Cost and Jacob Keedy (the "Cost/Keedy" divisional line). The southern part of the property Mr. Estes claims in Keedysville, Maryland as saved and excepted from the Rockingham subdivision carve off, is generally a square described by the same courses and distances as the 7th line on the East and 8th lines on the North of IN17f583.

97.The Stone that is the beginning monument of Remaining Lands described on deed L6370f249 is depicted on a boundary survey ("Eddie's Survey") created under the care of Mr. Nagel on August 31st, 2021, see **Exhibit 1 - Eddie's Survey.** Eddies survey depicts a line drawn from the planted "Stone" "found" at the beginning of Remaining Lands on deed L6370f249 to a point allegedly on the boundary line of lands of Defendant Uncle Eddie and

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Mr. Estes at a point in the thread of the Little Antietam Creek; aforesaid line is generally the same bearing and distance as the 4th line on NN520 and the 11th line on IN17f583.

98.While some of the Remaining Lands may be included on Plat 2499 and "in rem" in the instant case filed by Mr. Young, Mr. Young has expressly limited the extent of his claim to the iron pin "set" by Mr. Frederick. Mr. Young has denied that the Stone at the beginning of Remaining Lands is the same Stone monument "found" by Mr. Nagel and beginning the 12th line on L230f139. Mr. Estes has stated the Stone monument "found" by Mr. Nagel has no impact on the boundary of his claimed lands and also relies on the Iron Pins "set" by Mr. Frederick. Mr. Frederick stated that when performing survey work for Mr. Young's predecessor in 1988 he (or agents) looked but could not find the Stone that was the beginning of the 12th line on Parcel 4 of deed L230f139, but the Stone could still be in place and Mr. Frederick said he "could be mistaken."

99.Mr. Nagel has in fact properly located the Stone monument at the beginning of the 12th line of L230f139 thus locating the Cost/Keedy divisional line and made Uncle Eddie a survey depicting the 11th line of IN17f583 and 4th line of NN520 as a line connecting the Stone to the Little Antietam Creek. Mr. Nagel on Eddies Survey, apparently relies on the Stone rather than the Iron Pins "set" by Mr. Frederick to locate the Cost/Keedy divisional line; and therefore the boundary between Uncle Eddie and Mr. Estes.

100.While part of Defendant's Remaining Lands may lie in what Messers Young and Estes have placed "in rem" by case 371 and 430 to Quiet Title; the portion of Remaining lands North of the Iron pins "set" by Mr. Frederick for Mr. Young's predecessor, and south of the iron pins "set" by Mr. Frederick for Mr. Estes predecessor does not lie within the metes and bounds of lands Mr. Young and Mr. Estes have placed "in rem" in case 371 and 430. Plaintiff

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has also acquired title by virtue of deed L6729f365 to all lands remaining in title to predecessor Samuel Cost on deed NN520; which will include any additional lands escaped when Mr. Frederick allegedly abandoned the Cost/Keedy divisional line as it existed since 1864 delineated by Stone monuments, instead "setting" new Iron Pins.

101.Mr. Estes was placed on notice of the instant claim by the Honorable Andrew Wilkinson, and by Mr. Estes' presence in courtroom 5 of the Washington County Circuit Court on March 24th, 2022, as well as a multitude of other papers and pleadings served upon him and his agents. Mr. Estes has thus far neglected to join the suit and avail himself of his rights, if any, and will be concluded to have acquiesced and capitulated to aforesaid claims.

102.The owners of lots 9 through 14 of the Stonecrest Development shown on plat 8292, have also been served notice and made aware of the claimed rights and interest in the instant lawsuit, neglected to come to Court and avail themselves of any claimed right and interest and will be concluded to have acquiesced and capitulated to aforesaid claims.

103. The most southern portion of "Remaining Lands" described by Mr. Nagel at folio 253 of deed L6370f249 is allegedly encumbered by a Public Road known as "The Road to Keedysville."

104. The 1936 J.B. Ferguson Atlas, revised 1937, of the Public Roads of Washington County that hangs in the Land Records Room in the Washington County Courthouse ("1936 Atlas"), depicts the "Road to Keedysville" crossing Dogstreet Road at a four-way intersection where Mt. Briar Road is located today, and running past or through the Remaining Lands, connecting to what is commonly referred to today as Antietam Drive, and terminating at the road known as Main Street in Keedysville.

105.Washington County has stated and acknowledged in writing that the County does not have a deed for either Dogstreet Road, Mt. Briar Road or Antietam Drive, and that the County has not abandoned or terminated the Public rights to use any section of Dogstreet Road, Mt. Briar Road or Antietam Drive.

106.The Town designated a road Harris Lane ("Harris Lane") at the April 10th, 1961 Mayor and Council meeting when naming all of its streets, roads and alleys, and recorded the same in the Mayor and Council minutes.

107.The Herald Mail published an article with the names of the streets and alleys of Keedysville annexed to the Mayor and Council minutes of April 10th, 1961. In that article, Harris Lane was described by the Town as running southeast from Main Street parallel to the railroad tracks, and the Herald Mail describes Harris Lane as keeping its traditional name. Plat 234, dated July 31, 1926, and recorded among the plat records of Washington County depicts a road with the name Harrise Street that terminates prior to connecting to Main Street and appears to continue on to lands described on deed L659 f580. Deed dated March 5th, 1962 from Robert Line and wife to Samuel Griffith and recorded at Liber 390 folio 604 among the Land Records of Washington County, Maryland; purports to begin at a stake on Harries Street and bind on Harries Alley. Deed dated July 28th, 1972 from E. Stafford Kline and wife to Michael D. Boyd and Wife recorded at Liber 545 folio 376 among the Land Records of Washington County purports that "Parcel No. 2: Being all that part of ground situate on the Northern side of Antietam Drive (formerly known as Harries Street) in Keedysville, Washington County, Maryland..."

108.Defendant alleges the spelling of Harris Lane historically has varied as is typical with many historical names in general. The Public road named Harris Lane that connects to the

Northern Portion of the Remaining Lands, and that was traditionally named Harris Lane runs adjacent to and West towards the Town and through land claimed to be owned by the Town, generally located between the Morral property and the path commonly known today as Antietam Drive.

109. The Town has acknowledged it has never abandoned or terminated any rights of the public to use Harris Lane or Antietam Drive.

110.The Town of Keedysville minutes of the Mayor and Council for a March 2nd, 1962 meeting report: “It was reported that the State standards for alleys and streets, wherein State revenue is used, will be 30 feet in width.”

111.On July 8th, 2020 at 8:43 Am Defendant Justin Holder sent an email to Todd Moser, Washington County Real Property Administrator (Mr. Moser), County Survey Party Chief Garrett Culler (Mr. Culler) and Professional Land Surveyor George Nagel (Mr. Nagel). The email started “You are correct. I attached the road atlas with page references.” Following “I was not asking the county to get involved in any civil property disputes, other than help identifying a county road and locating that specific road.” Explaining further “I highlighted the section of road I am working with on the road atlas and attached that to this email. I am working with a right of way that starts from the point in the highlighted section closest to the railroad tracks "Cost Crossing " south 30.75 degrees east 14 perches to a stone we found, than south 36 degrees east 10.6 perches, then down the cost keedy division line which was found, thence it follows keedys driveway to eakles mill rd.” Concluding “Mr. Moser would you please assist us in providing the document that describes the road I highlighted on the 1936 atlas and attached to this email. Please also confirm if it has been abandoned, or sold and the documents related to that.”

112.“Mr. Moser” sent an email to Defendant Justin Holder, “Mr. Culler” and Mr. Nagel”, on July 8th, 2020 at 9:48 Am. Mr. Moser was responding to an inquiry that included a screenshot of the “1936 Atlas” in which the “Wagon Road” was highlighted. “The County does not have a deed for the section of road you have highlighted. The absence of a deed does not indicate that is was or wasn’t a County road. In fact we were unable to locate a deed for any portion of Mt. Briar Road. Our research did not find evidence of abandonment of any portion of Mt. Briar Road. “

113. Defendant Justin Holder sent an email to “Mr. Moser”, on July 2nd, 2020 at 11::13 Am writing “Thank you very much. I also attached a pic of the county road atlas. I highlighted another road [Parcel 2] but I do not have a number. If you come across that in your investigation please let me know the status of it as well. Looking at the tax map, and stonecrest [sic], or rockingham subdivision it appears that road is not being conveyed. As in the abutting properties have a 12 foot gap between boundy [sic] lines.”

114.“Mr. Moser” sent an email to Defendant Justin Holder and “Mr. Culler”, on July 7th, 2020 at 9:10 Am in reply to July 2nd, 2020 email regarding “Parcel 2” stating “At this time no evidence was discovered that indicates the County abandoned any portion of Mr. Briar Road. The 19-06 refers to the 6th road in the 19th district and isn’t the road number. The strip of ground in between the two subdivisions appears to be a portion of ground now or formally owned by Jeffrey Young. Plat #2499 and #8292 both shown the strip of ground you highlighted. This does not appear to be a County road.”

115.The Town of Keedysville 1974 Comprehensive Plan (1974 Comp Plan); was filed by Honorable Kenneth S. Ellis, Chairman of the Keedysville Planning Commission and received on March 7th, 1975 by Vaughn J. Baker, Clerk of Washington County Circuit Court. The "1974 CompPlan" was "financed in part through a comprehensive planning grant from the Department of Housing and Urban Development HUD Project Number P-1002, as administered by the Maryland Department of State Planning." The Plan was kept with the Land Records in the marriage room of the Washington County Courthouse.

116.Map 4, annexed to the "1974 Comp Plan" after page 48, illustrates a local road in the area of "Parcel 2" of the Complaint. Locals [Road] definition on page 45 of "1974 Comp Plan" as "provide direct access to abutting properties and channel local traffic to collector streets." The aforesaid local connector road is illustrated as a lane connecting "DogStreet Road" to the vicinity of the "Wagon Road" as discussed by "Mr. Moser" in aforesaid July 7th, 2020 email. Map 1 located after page 4 also illustrates the aforesaid road in the same area and purports to be adapted from United States Geological Survey Topographical Maps.

117.The "1994, revised 1999 United States Department of the Interior, U.S. Geological Survey Keedysville Quadrangle Maryland - West Virginia 7.5 Minute Series (Topographic)" (1994 USGS MAP) map containing Keedysville, Maryland was "Derived from imaginary taken 1974.......with survey control current as of 1974 boundaries." And depicts an unimproved Road encumbering the general vicinity of "Parcel 2" according to the Road Classification in the lower right hand corner.

118.The “1974, edited 1978 United States Department of the Interior, U.S. Geological Survey Keedysville Quadrangle Maryland - West Virginia 7.5 Minute Series (Topographic)” (1974 USGS MAP) map containing Keedysville, Maryland was “Field Checked 1974” And depicts an unimproved Road encumbering the general vicinity of “Parcel 2” according to the Road Classification in the lower right hand corner.

119.Page 28 of the “1974 Comp Plan” under the heading “Local Streets” states: “Two other roads within Keedysville, both located in the western part of the Town, are relatively important for moving traffic; Dog Street and Keedysville Road. Dog Street provides access to the south, to Eakles Mills, Mt. Briar, and other small communities.”

120.In a March 17th, 2021 deposition of “Mr. Moser” (Moser Depo) Attorney Adam Greivell (Mr. Greivell) asked “Q Okay.· Okay.· And it says that in ·District 6, it's a 30-foot right-of-way.· And in ·District 40 -- I'm sorry -- District 19, it’s [DogStreet Road] a ·45-foot right-of-way. Do you believe those numbers to be ·accurate? A To the best of my knowledge, everything ·on this -- and this may be a different answer.· To the best of my knowledge, everything is accurate.” Moser Depo. 45:15–46:1.

121.“Do you have any other insight as to how ·the County may have rights to claim that Dogstreet ·Road is a public road? A· · I'm not familiar with that.· I mean, it ·could be by prescription.” Moser Depo. 49:7-11.

122.“Q· · Okay.· And once the County has acquired ·rights to a public road, are you familiar with the process to abandon those rights? A· · Yes, I am. Q· · And could you describe it, please? A· I would take that to the Board of County ·Commissioners for formal abandonment.· First, I ·would seek legal counsel and speak with our ·attorneys here, and then I would put it on the ·agenda for abandonment." Moser Depo. 49:21–50:8.

123.In a March 22nd, 2021 deposition of "Mr. Culler" (Culler Depo) Attorney "Mr. Greivell" asked "Q· · Well -- well, let's say, for example, ·Dogstreet Road, I think it's -- it's become common ·knowledge that nobody has a deed for Dogstreet Road, ·so nobody necessarily has any recorded instrument ·that says where it is and where it goes and how wide ·it is and how long it is, who's got responsibility ·for it. Would you agree with that? A· · I would agree that there's no -- we cannot ·find a written record, yes." Culler Depo 34:13-22.

124." THE WITNESS: As far as the width is concerned, see I do -- it is a legal question in ·that without the written document, then you're ·looking at prescriptive rights and prescriptive ·rights are -- are -- I can look at facts, but to ·come to the conclusion is -- is specifically out of ·my expertise, so to speak. BY MR. GREIVELL: Q· · I understand.· That's fair.· What kinds of ·facts would you look for? A· · Evidence of the property owners abutting. ·You know, prescriptive rights are tricky in that you ·know, you could -- you could go to old fences. ·Maybe there's a stone fence or something, but you ·could also include maybe drainage or sloped -- you ·know, sloped easements.· It's tricky though, because ·it doesn't -- it's not a one size fits all approach." Culler Depo 37:7-38:1.

125.Plat 8292 recorded in the Washington County Land Records illustrates a wire fence generally following the western boundaries of "Parcel 2" and "Parcel 3" and following the southern boundary of the Storm Water Management easement on Lot 9. "Plat 8292" states

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that fencing and permanent structures are not allowed in the storm water management area's illustrated on aforesaid plat.

126.“Q· · Who did you refer it to? A· · We contacted Fox & Associates to ·basically -- if they needed to perform any surveys ·and all that, but basically to -- to verify the ·evidence that we found as it being a -- a county ·right-of-way or not, and that the reason that was ·was because of the dispute between neighbors saying ·it wasn't.· So it was kind of -- you know, it was -- ·basically was like okay, we found it to be a ·right-of-way, we thought the best interest of that ·whole situation to get Fox & Associates involved in ·at least confirming, or if we were wrong, denying ·that it was.” Culler Depo 53:5-17

127.“Q· · That's fair.· Thank you.· All right, well, ·I just want to ask you, do you -- would you agree ·that it's appropriate to use a tax map and aerial ·photograph to confirm a location of a right-of-way? ·A· · I would use it as a preliminary because in ·this instance, the road -- the right-of-way in ·question plotted out -- in other words in CAD or ·Civil 3D, the drawing program that we use, the deed ·plotted out and laid in over the existing aerial ·imagery fell really, really close to where this -- ·and when I say close, you're talking about a deed from the 1800s, but it was close in that it fell ·over top of the existing.· But I personally wouldn't ·say that would be enough for me in that we would do ·more surveying when we did.· We went out there, but ·—“ Culler Depo 55:12 - 56:5.

128.“Mr. Nagel” was accepted by the Court as an expert and testified at the July 31st, 2020 Peace Order Trial *Morral v Holder* case D-112-CV-20-000061 (Morral Trial) previously joined

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July 16th, 2021 to the [Plaintiff] *Young v Holder* trial in which Plaintiff Young petition was denied. Moral Trial 55:6-8.

129.“Q Ok did you observe any evidence, any physical evidence of a way or a path or a road? A. No not particularly but the vegetation was not as developed as the surrounding woods we did do some research we pulled up old photographs in the United States Geological Survey from the 60’s and I think there was one from the 70’s which did indicate did show a well used path or a well used road on that area.” Morral Trial 63:5 - 12.

130.“Do you agree that the things that Mr. ·Nagel -- the sources Mr. Nagel consulted in order to ·confirm the existence of this right-of-way are ·appropriate things to consult in order to confirm ·the existence of a right-of-way? A·Yes.” Culler Depo 58:15 - 19.

131.Q· · Okay, folks.· I'm sorry.· I'm not usually ·a speech giver when it comes to depositions, but I ·just felt like we had a disconnect there and I think ·-- I think we kind of got to the bottom of it, which ·is, would you say it's accurate that the answers ·you've been giving me are based on your assumption ·that a prescriptive right-of-way can be lost in a ·way that's different than a -- than an expressly ·granted by deed right-of-way? A· · It would be my -- it would be by ·standpoint -- from my standpoint, it is up to a ·judge to decide that.· As far as in this case, ·there's no -- there's no road today that's currently ·being used as to what you're -- what you're saying, ·and so we would have to present the facts.· If this ·was like -- if this was any other -- just like -- ·just like the whole thing earlier you asked, the ·facts would have to be presented, and it's not up to me to decide as to whether or not that is or is not ·a easement by -- no matter what it is -- an easement ·today for the public.·It's not my place to

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decide that in that ·there's no written document to support it.· And the ·only evidence -- the only evidence that -- that we ·can go by really is what we talked about earlier, ·the evidence that the road is there.· If the road is ·there and its usage of such there's -- it's not even ·-- it's not usually even debated.· It's not even ·brought up. So my standing is that I couldn't come to ·that conclusion.· It would have to be -- the facts ·have to be presented and ultimately the ultimate ·issue has to be decided by the courts." Culler Depo 73:5 - 74:15.

132."Q· · That's a -- if I -- if you were drawing a ·plat for the county and I said, hey, Mr. Culler, ·don't draw Dogstreet Road there, it's not a road, ·there's no rights there, you'd probably draw it ·anyway, right? A· · Yes.· And that's where if you wanted to ·object to that, it would have to go to the courts ·and the court's going to have to decide." Culler Depo 76:8 - 15.

133.The "Wagon Road" was described" thence along the division line between said Aaron Cost [Defendant Deena Holder, Uncle Eddie, Justin Holder "NN520" predecessor] and Jacob Keedy [Plaintiff Jeffrey Young predecessor] until intersect the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill." by March 22nd, 1872 grant from Aaron Cost recorded in W.McK.K. 6, folio 363 among the land records for Washington County.

134."Q· · Okay.· Probably similar question about -- ·I think you've corresponded with Mr. Holder about ·this road, 1-424, Eakles Mill Road.· I'll represent ·again that that's another right-of-way, I think using your parlance that exists.· There's a deed for ·it, 1-424, but that does not appear to be an ·improved road today.·Would you agree with that? A· · To my knowledge, I don't believe there's ·an improved road in that area. Q· · Okay.· And did you

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make a conclusion as to ·what this road used to be called? A· · I think that it's -- has a couple names, ·but — Q· · What do you think they are or were? A· · I think that on the deed itself, I think ·he calls it Martin Eakle -- I think it was called ·Martin Eakles Mills Road, I think is what it said on ·the deed." Culler Depo 85:19 - 86:15.

135."Q· · How would you determine if it was still ·paved? A· · I'd have to scrape under the surface, I ·guess. Q· ·And by this point it shows Mr. Young's ·parcel 2 up here as just being a double dashed line. ·So I guess per their classification, this would be ·an unimproved road. Q Would this be some evidence that there was ·a path through this area as of the time this map was ·created? A· · It's evidence of an unimproved road." Culler Depo 150:1-12.

136.On June 3rd, 2020 Maryland Department of Natural Resource employee George Forlifer marked the boundaries of the "Abandoned Railroad" in the vicinity of the "Wagon Road" as it encroached/burdened the "Abandoned Railroad", Washington County Forest Conservation and Town of Keedysville fee simple property described on plat 8292; as illustrated unambiguously on B and O Railroad 1919 valuation maps proved by "Mr. Swygert" in "DGS Subpoena"; the Defendant observed blacktop and pavement under the compacted dirt and later took a video to evidence the same.

137.On October 11th, 2020 Defendant Justin Holder made a Public Information Request to Washington County Attorney B. Andrew Bright "Please provide the following public information and documents. All documents, evidence, pictures, photos, *acts in pais* notoriety, deeds, county road book description, surveys and drawings that shows 'Geeting Road, Dogstreet road, mt carmel church road, or reno monument road, as well as mt. Briar

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Road and trego road and garland road, and harpers ferry roads' or 'county road 19-06, 19-05. 19-04,08-03, 0-09, 08-01 as shown in screenshot of 1936 atlas found on plats.net' is owned by the county and or that road has not been abandoned"

138.On November 21st, 2021 Washington County Attorney B. Andrew Bright replied to Defendant Justin Holder's October 11th, 2020 request stating *inter alia* "As you desire to have a simple answer as to the ownership of various roads, particularly the ones that have fallen into disuse. I can assure you that the County does not possess a simple record that yields an easy yes or no answer to your question. I can further assure you that if the County were to lay claim to such a simplistic answer, individual landowners affected would dispute and potentially litigate it, further disappointing you. As to your question or implication regarding 'knowing or willful' denial, no such denial has occurred."

139.Washington County Attorney, B. Andrew Bright referred to the "Wagon Road" as an "ancient road and rights of way which extend across other properties in Keedysville, Maryland but are no longer in use" in an October 23rd, 2020 letter to the State of Maryland Public Information Act Compliance Board.

140.On October 23rd, 2020 in a letter to the State of Maryland Public Information Act Compliance Board, Washington County Attorney B. Andrew Bright wrote: "Mr. Holder protests that Washington County lacks a 'clear, concise and objective' catalog of records (and standards) as to whether roads that have long fallen into disuse are owned or have been abandoned by the County." Protesting that "Obviously the County does not have a succinct tabulation of records of all 'evidence, pictures, photos, *acts in pais*' etc., showing ownership or abandonment of what may or may not be a public roadway." Concluding " Not coincidently , the road being investigated by Mr. Holder is the subject of several recent [sic] and/or litigations in which Mr. Holder is a party.”

141.On December 9th, 2020 in a letter to the Defendant in reply to a December 1st, 2020 correspondence, Washington County Attorney B. Andrew Bright wrote: “You [Defendant Justin Holder] have made clear your request that the County either repair the roads you have identified or abandon any claim that it may have to them. To the best of my knowledge, the County has not decided what, if anything, to do with the roadways that you have identified. Our office is not in a position to commit the County to either of those options."

142.On July 9th, 2021 Defendant Justin Holder offered to purchase, by quit claim only, all the rights title and interest in the "Wagon Road”, from Washington County Commissioners for $25,000 or more if requested. The Defendant included the cost of preparation of the deed in his offer. The offer to purchase the "Wagon Road" mentioned that if the county has no rights title and interest in the "Wagon Road”, it would be a $25,000 donation. On August 2nd, 2021 the County Commissioner declined the aforesaid offer to quit claim the “Wagon Road”.

143.The Town of Keedysville named the “Wagon Road” Harries Lane at the April 10th, 1961 Mayor and Council meeting when naming all of its streets, roads and alleys, recorded the same in the Mayor and Council minutes and the Herald Mail published an article with the names of the streets and alleys of Keedysville annexed to the Mayor and Council minutes of April 10th, 1961.

144.The Town of Keedysville minutes of the Mayor and Council for a March 2nd, 1962 meeting report: “It was reported that the State standards for alleys and streets, wherein State revenue is used, will be 30 feet in width.”

145.The Town of Keedysville, MD Planning and Zoning January 2019 minutes posted on the website state: “Justin & Deena Holder discussed his desire to reconfigure the property lines at his property at 28 Antietam Drive. He presented a sketch to the commission members of what his desire is. He said he desires to have Washington County provide public sewer to the properties. Mark Bradshaw, of Washington County will not approve a sewer plan until he knows how many connections are needed. Therefore, Mr. Holder is desirous of the Commissions blessing on a plan.”

146.The Town of Keedysville, MD Planning and Zoning February 2019 minutes posted on the website state: “Because of the narrow nature of the access road to the [Deena Holder Defendant] properties and the fact that there will be only three residences, Mr. Rhoads made a motion to wave the right-of-way requirements of the Subdivision Ordinance. Ms. Baker seconded. Motion passed unanimously.”

147.The Town of Keedysville, MD February 2019 minutes posted on the website state: “Because of limited access to the [Deena Holder Defendant] properties, Ms. Baker made a motion to waive the 80’ road frontage requirement of the Zoning Ordinance. Mr. Carroll seconded. Motion passed unanimously.”

148.On March 4th, 2020 during the Town of Keedysville monthly meeting of the Water Commission Defendant Justin Holder was notoriously made aware that Defendant Deena

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Holder had a necessity for an easement to install a water and sewer line to her property in Keedysville, Maryland. Water Board Chair Barry Level and Councilman Mathew Hull Stating unambiguously there is no easement/Right-of-Way, alleging the Washington County Department of Water Quality deemed the narrow access road was not sufficient.

149.The Town of Keedysville, MD Planning and Zoning June 2020 minutes posted on the website state: "Justin & Deena Holder, with their attorney, Adam Greivell were present to discuss their claim that they have a right-of- way that passes through the Stonecrest subdivision in a storm water management area and a forest conservation area. Mr. G[r]eivell & Mr. Holder said that they just wanted to make the Commission aware of this. Mr. Holder said that he intends to put a road through the right-of-way for access to the Holder's properties and that he would be providing the Town with a plat showing the location of the road."

150.The Town of Keedysville, Maryland Planning and Zoning minutes from July of 2020, available on the Town of Keedysville webpage state: "Justin and Deena Holder presented documents that they say show a county road right of way and their plans to construct an access road to properties at the end of Antietam Drive. They also said a fence was constructed in a Stormwater Easement by a resident is [sic] Stonecrest. The documentation they provided is attached to these minutes."

151.The Town of Keedysville, Maryland Planning and Zoning minutes from July of 2020, available on the Town of Keedysville webpage include plats of the location of the "Wagon Road", titled "Approximate Location of Access Easement" and certified by "Mr. Nagel"; and demonstrative highlighted copies of plat 8292 of the Washington County land records illustrating the location fences or other permanent structures are not allowed. The general location of the Access easement illustrated by “Mr. Nagel” is in close proximity to the location on plat 8292 prohibiting fences and other permanent structures.

152.Defendant Justin Holder on May 29th, 2020 by himself and through agents cleared land described in his legal title and as “Parcel 3” with machinery openly and notoriously seizing possession of the land. “Q Can identify what’s depicted in Plaintiff’s Exhibit 4? A [Christine Morral] Ok. This — I took this from our property looking to the right behind our next door neighbors fence, as they [Justin Holder and agents] were coming through Jeff Young’s [alleged in Complaint] property with their — Bobcat, and there was someone in front with a chainsaw.” Moral Trial 14:9-15.

153.Defendant Justin Holder from May 29th, 2020 through October 1st, 2020 walked, maintained, photographed or video taped the property referred to as the “Abandoned Railroad” and “Parcel 3” 2 or 3 times per week on average. Defendant Justin Holder did so openly and notoriously with recorded title on his person at all times.

154.Defendant Justin Holder has installed electrical service, stored construction materials, built steps, cleared/maintained paths and maintains overseas containers on his land formerly the “Abandoned Railroad” of which he has legal title and the legal right to do. “About six months ago we noticed that there was activity beyond their property line. They [Justin Holder] planted trees on our side of the cut (didn't think much of it, Justin Holder told us it was to add privacy). They [Justin Holder] have been clearing in areas of land across

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the cut, seemingly to build something. They have been also clearing areas of land [allegedly]owned by Maryland general real estate as well. Evidently, they have been clearing hiking trails and a swimming area at the creek. Several neighbors on the tree line side of our neighborhood have seen him walking around and taking pictures of the [allegedly] Maryland owned property. We have noticed enough activity that we have become curious as to what he is doing in the [allegedly]state owned area.*RE: Please Advise*" Email from Christine Morral to Kenneth Lord Mayor of the Town of Keedysville, Maryland May 21st, 2020.

155.Justin Holder has posted his title openly and notoriously; making his claim to the "Abandoned Railroad" in the Town Minutes of Keedysville, sending his legal title directly by email to Assistant Attorney General Talley Kovacs, Attorney for Department of Natural Resources on at least 3 occasions, showing his deed to anyone who asked for it and anyone who has a right to see it.

156.The Department of Natural Resources have not made claim superior to the recorded title of Justin Holder to the "Abandoned Railroad" in over 30 email correspondence with Justin Holder discussing the States alleged claims. When asked to prove their title *vel non,* the States Attorney Joseph A. Michael (Mr. Michael) called Defendant Justin Holder a "Fraud, bootstrapping a colorable claim", Defendant obliged the State with a 2 page letter quoting "Mr. Michael" and the Honorable Judge Chasanow from *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md: Court of Appeals 1999, in concluding the same of the State. The State did not respond to the Email.

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157.In Liber 6366 Folio 359 of the Washington County Land Records the Grantor Department of Natural Resources describes the "Abandoned Railroad" as "claims ownership interest of all that land…….recorded at Liber 1015 Folio 796" in an easement Granted to the Town of Keedysville, MD in the vicinity of this dispute. The Department of Natural Resources can not and will not dispute that Justin Holder maintains exclusive dominion of the land described in his legal title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records.

158.David and Erin Ickes , of 130 Stonecrest Circle are trespassing on part of "Parcel 3" directly East of their "Ickes Property" in Keedysville, MD, mowing the grass, planting bushes and attaching ornamental lights to trees *inter alia*.

159.Plaintiff Jeffrey Young has chained a wagon to a tree at the South end of "Parcel 3"; trespassing and creating a private nuisance on Defendant Justin Holder's fee simple estate.

160.Plaintiff Jeffrey Young has conspired with Scott and Christine Morral, Benjamin and Lisa Estes, Charles Blancato, Susan Selby and others (the "Conspirators") to pile trees in the road and on property of the Defendant's to interfere with the Defendants property rights. These acts of interference with Public Conveyance are allegedly unlawful under Criminal Article § 10-201. Furthermore the erection of fencing by Scott and Christine Morral and Susan Selby in a stormwater management easement is also unlawful. These malicious, willful evil and unlawful acts that give rise to any action at law Barr the conspirators from equitable remedy in the Circuit Court. The Conspirators are nothing more than tortfeasors and criminals demanding the Court reward them for their bad behavior.

161.Defendant Justin Holder is seisen in the entirety of his freehold estate in Keedysville, Maryland, maintaining exclusive dominion over all his land; with the exception of Land east of the "Ickes Property", land underneath a wagon that Plaintiff has chained and locked to a tree, land conspirators have allegedly succeeded in interfering with his use and enjoyment of as described in case C-21-CV-20-000420 and any legal use by the Public or Defendant invitees.

162."The Stone" Monument "found" by professional Land Surveyor George Nagel of Fox and Associates Engineering as described on Deed held at Liber 6414 Folio 219 et seq. of the Washington County Land Records; and on deed at Liber 6370 Folio 249 (Title from Stonecrest Developer LLC - The "Developer" referenced in Complaint Paragraph 18); and on Plaintiff predecessor deed Liber 434 Folio 776 in which "The Stone" is the beginning monument for "parcel 1" and "parcel 3" on aforesaid deeds.

163.Christine Morral, record owner of adjoining property in "Stonecrest" to "Parcel 3" testified in District Court on July 16th, 2020 that she observed Defendant Justin Holder talking on the phone and present behind her residence on June 20th, 2020. "He [Justin Holder] didn't know that me [Christine Morral] and my dog were there. I went almost all the way to where our fence is, the corner of our fence he [Holder]was on the other side...... He [Justin Holder] didn't know we were there and I [Christine Morral] heard him on the phone, he had his phone down like this and he was on speaker. And he [Justin Holder] was talking to someone on the phone, I don't know who, it was a man ["Mr. Nagel"], and I heard him say, I think I found that rock ["The Stone"] your talking about, yeah I think I found that

Marker you were telling me about, it looks like I have more work to do….” Concluding 19:1 - 8.

164.Both “Parcel 2” and “Parcel 3” were a special warranty/quit claim transaction at Liber 434 Folio 776 of the Washington County Land Records and the Grantor only warrantied “Parcel 1” to Plaintiff Jeffrey Young predecessor Harry Wickline. In a quit claim deed the grantor quits his claim to the land and conveys ownership only to the extent he has good legal paper title, which in 1966 the Wicklines had no legal paper title to Parcel 2 or 3, and Plaintiff can not and will not prove otherwise.

165.“The Stone” Monument described on Surveyor Certificate attached to Deed at Liber 6414 Folio 219 et seq. of the Washington County Land Records as “found’ by “Mr. Nagel” was “found” by Professional Land Surveyor [Mousk?] in 1965 when performing survey work for Harry Wickline, predecessor to Jeffrey Young; and recorded in the land records at Liber 434 Folio 778 as a plat, depicting planted stone described on Deed Liber 434 Folio 776 in the Northwest Corner, at the beginning of “Parcel 1” and “Parcel 3” on aforesaid plat.

166.Professional Land Surveyor Frederic Frederick (Mr. Frederick) testified on March 16th, 2021 “· BY MR. RUBLE: Q.· ·So this exhibit is really just a page 3 Liber 434 Folio 778 of the deed to Wickline which has got the Mause [sic] 1965 survey and then the second page of the exhibit is the 1988 survey [Plat 2499}.· These are the same lands, right, Mr. Frederick? A.· ·I believe so. Q.· ·Okay.· So in comparing the two then, the 1966 deed description into the Wickline starts at a planted stone [“The Stone”] beginning of the 12th line of the 1945 deed to ·Reeder, which I believe is up here in the corner.· I don't· know if you all can see my mouse or not. A.· ·I see it. ·Q.· ·And did you find that stone or did your folks find that stone? ·A.· ·Can you scroll down to my survey so that I can --- · Q.· ·Sure. ·A.· --- see it quickly?· And zoom in on it, please.· (Whereupon, the witness reviewed the document as requested.) THE WITNESS:· We did not find that stone because we say we set an iron pin there. · BY MR. RUBLE: **·Q.· ·Okay.· If you had found that stone, would you have shown that stone instead of setting a pin?** ·A.· ·If we could prove that it was the original stone. What do I mean by that?· There's a lot of stones occurring· in nature everywhere, so just because you find a stone doesn't mean it is the stone recited in a deed.· So you need to prove it by finding measurements that verify that it is that stone. **Q.· Okay.· Was any of that done with regard to this ·planted stone that appeared in the 1965 survey that you all didn't find?· Did you search for it and try to measure up where it would be?** A.· ·We did. **·Q.· ·And couldn't find the stone?** A.· ·We did not. **·Q.· ·Okay.· So if another surveyor were to say here in 2021 that he can go find that stone, would he be mistaken or would you be mistaken?** A.· ·We could be mistaken, but we looked for it and we didn't find it.· And, you know, some people set these things as they want to.· So it wasn't there, to the best of· our knowledge, that my survey crews did not find it. **·Q.· ·Would I be correct to refer to that planted stone as a monument?** A.· ·If it's the original stone, yes." "Mr. Frederick Depo" 23:14 - 25:18 March 16th, 2021.

167.Uncle Eddies brokedown palace LLC (Uncle Eddie) by record title at Liber 6468 Folio 345 claims to be the beneficiary of the "Wagon Road" that burdens Defendant Justin Holder's land described on deed Liber 6729 Folio 365 et seq. Of the Washington County Land Records.

168.“Uncles Eddies” deed at Liber 6468 Folio 345 et seq. of the Washington County Land records contains a complete chain of title that the Defendant has personally verified and provided affidavit of the same to the Circuit Court in *Estes v Holder* case C-21-cv-20-000430.

169.“Uncles Eddies” deed at Liber 6468 Folio 345 et seq. of the Washington County Land records contains a complete chain of title that Title Expert Tracie Clabaugh has certified correct and provided an Opinion letter of the same.

170.Samual Cost of Washington County Maryland was predecessor in title to “Uncle Eddie” by virtue of land contained in deed N.N. Folio 520 of the Washington County Land Records (NN520).

171.The third line on the “NN520” description states “to a stone standing at the end of the line of Fellfoot Enlarged”

172.The fourth line on “NN520” description states “N77E 8p to Little Antietam Creek, then down said Creek the nine following courses”

173.The Resurvey of Fellfoot Enlarged (RSFE) March 15th, 1792, Recorded in the Washington County Land Records at Liber G Folio 621 starting at the end of the eighth line from the bottom of Folio 623 states: “Beginning for Jacob Hesse's part of said land described on the plat by No. 6 at a stone marked I.H.[Not “The Stone”] on one side and M. S. on the other in a lane [Not “Wagon Road”] at the end of two hundred and seventy eight perches and thirteen feet on the forty sixth line of the whole tract and running thence with the outlines of the said whole tract until the fifty seventh line thereof of crosses little Antietam to the east side thereof then up and with the meanders of little Antietam the several following courses…[Next 4 Courses Generally run with the 5th through 8th lines of "NN520" except NN520 is on the west bank and "RSFE" is on the east bank and the lines gradually depart as they approach the confluence of the Big Spring Branch located in the Northeast corner of "Plat 10955"] …..to intersect the 23rd line of the whole Tract than by and with the outlines of the said whole Tract to a Stone [Not "The Stone] marked I. H. Standing at the end of nine perches and eight links in the twenty seventh line thereof And then by a straight line to the beginning which straight line is the divisional line between the said Jacob Hess and Mich [Spuert]"

174.David Hess of Montgomery County, Ohio, by virtue of 1815 Last will and testament of Jacob Hess on file with the Washington County Register of Wills; was the Grantor of "NN520" to Samual Cost.

175."Uncle Eddie" shares a boundary with Benjamin Estes at the Little Antietam Creek beginning generally at the end of the fourth line of "NN520".

176.In 1866 Parcel "NN520" was bisected by the "Abandoned Railroad" when Sam Cost by virtue of deed located at Liber I.N.18 Folio 488 of the Washington County land Records; Cost Granting the Washington County Railroad rights "through the entirety[sic] of his lands".

177.Benjamin Estes is the owner of record of land north of the "Abandoned Railroad" and east of the Little Antietam Creek in Keedysville, Maryland.

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178.Plaintiff Jeffrey Young is the owner of record to land south of the "Abandoned Railroad" and east of the "Wagon Road"in Keedysville, Maryland, the Little Antietam Creek bisecting his parcel .

179."Uncle Eddie" is the owner of record of land north of the "Abandoned Railroad" and west of the Little Antietam Creek in Keedysville, Maryland.

180.Scott and Christine Morral and the Stonecrest subdivision as laid out on plat 8292 of the Washington County Land Records (Stonecrest) are the owner of record of land to the north of the "Abandoned Railroad" and burdened by and west of the "Wagon Road" in Keedysville, Maryland.

181.The Town of Keedysville is the owner of record of land burdened by the "Wagon Road" express easement; aforesaid land described as Washington County Forest Conservation Easement area on plat 8292 (Forest). The Town of Keedysville or Washington County 'writ large has not contested the use or maintenance of the "Wagon Road" easement when the Defendant has discussed the same in emails with the Town of Keedysville and/or Washington County.

182.On April 15th, 2017 Historian Ted Ellis published "Braddock's Neglected Route: The Forgotten Fork of the Conococheague Road on Maryland's Western Frontier" a book about the road General Braddock and George Washington walked in 1755. The book contains a comprehensive list of land records evidencing the *ACTS in PAIS* notoriety of the "Wagon Road" and other parts of the road to Jacob Hess's Mill in Keedysville, Maryland.

183.Defendant Justin Holder is the owner of record of land in the middle of “Stonecrest”, “Uncle Eddie”, Plaintiff Jeffrey Young and Benjamin Estes in Keedysville, Maryland; and maintains exclusive dominion over the aforesaid land.

184.On October 4th, 2021 Defendant Justin Holder deposed Christopher Wetzel. Christopher Wetzel owns property known as lot 8 on plat 8292 of the Stonecrest development. Christopher Wetzel was aware of the lawsuit and understood what the lawsuit was generally about. Christopher Wetzel was aware of Deena Holder’s wagon road easement and has no knowledge Deena Holder’s wagon road easement was ever blocked, abandoned or terminated. Christopher Wetzel would welcome a path for children to walk to Taylor Park from the Rockingham subdivision, and does not contest Deena Holder’s use of her wagon road.

185. On October 5th, 2021 Defendant Justin Holder deposed Charles Blancato. Charles Blancato owns property known as lot 14 on plat 8292 of the Stonecrest development. Charles Blancato was aware of the lawsuit and understood what the lawsuit was generally about. Chrarles Blancato was aware of Deena Holder’s wagon road easement and has no knowledge Deena Holder’s wagon road easement was ever blocked, abandoned or terminated. Charles Blancato does not contest Deena Holder’s use of her wagon road.

186. On December 20th, 2021 Defendant Justin Holder deposed David Ickes. David Ickes owns property known as lot 11 on plat 8292 of the Stonecrest development. David Ickes was aware of the instant lawsuit and relief requested. David Ickes confirmed he signed an affidavit that he did not contest any of the relief requested in the lawsuit. Upon further

examination David Ickes did inform the Defendant he would not want Deena Holder to have a wagon road through the property he admitted to mowing as his yard. David Ickes did not claim to have any knowledge Deena Holder had abandoned or terminated her rights to the wagon road easement. David Ickes testified to facts that tend to show his actual possession of the land at issue in the instant litigation.

187. On October 4th, 2021 Defendant Justin Holder deposed Erin Ickes. Erin Ickes owns property known as lot 11 on plat 8292 of the Stonecrest development. Erin Ickes was aware of the instant lawsuit and relief requested. Erin Ickes initially testified that she did not contest any of the relief requested in the instant lawsuit. Upon further examination Erin Ickes did inform the Defendant she would not want Deena Holder to have a wagon road through the property she admitted to maintaining as her yard. Erin Ickes did not claim to have any knowledge Deena Holder had abandoned or terminated her rights to the wagon road easement. Erin Ickes testified to facts that tend to show her actual possession of the land at issue in the instant litigation.

188. On December 7th, 2021 Defendant Justin Holder deposed John Pickett. John Pickett owns property known as lot 12 on plat 8292 of the Stonecrest Development. John Pickett was aware of the lawsuit in the instant case. John Pickett did not have any knowledge that Deena Holder had abandoned or terminated her rights to use a wagon road along the rear of his claimed property. John Pickett did not make a claim to own property at issue in the instant litigation.

189. On October 5th, 2021 Defendant Justin Holder deposed Kristen Pickett. Kristen Pickett owns property known as lot 12 on plat 8292 of the Stonecrest development. Kristen Pickett was not aware of the instant lawsuit, but was shown the notice Plaintiff has now posted. Kristen Pickett does not have any knowledge Deena Holder had abandoned or terminated her rights to use the wagon road easement through the rear behind what she claimed was her property.

190. On October 4th, 2021 Defendant Justin Holder deposed Susan Selby. Susan Selby owns property known as lot 10 on plat 8292 of the Stonecrest development. Susan Selby was not aware of the lawsuit, but was shown the notice Plaintiff has now posted. Susan Selby did not make a claim to ownership of any land that is the subject of the litigation. Susan Selby stated she did not have any factual evidence or personal knowledge that Deena Holder abandoned or terminated her rights to the wagon road.

191.On October 5th, 2021 Defendant Justin Holder deposed Rebecca Larson. Rebecca Larson owns property known as lot 13 on plat 8292 of the Stonecrest development. Rebecca Larson was aware of the lawsuit, and did not make a claim to ownership of any land that is the subject of the litigation. Rebecca Larson stated she did not have any factual evidence or personal knowledge that Deena Holder abandoned or terminated her rights to the wagon road. Rebecca Larson stated that so long as the wagon road was not on her claimed property she was indifferent to its use.

192.The Town of Keedysville and its agents do not have any factual evidence or personal knowledge that Deena Holder has abandoned or terminated her rights to the wagon road easement. The Town of Keedysville has stated publicly through agents that the Town will abide by the Courts decision in the instant litigation.

193.The Maryland Department of Natural Resources and its agents do not have any factual evidence or personal knowledge that Deena Holder has abandoned or terminated her rights to the Wagon Road easement.

194.The centerline of the Weaverton to Roxbury branch of the Washington County Railroad “as built” was lost to antiquity when the railroad was abandoned and the tracks and ties were salvaged on or before November 15th, 1978.

195.The Town of Keedysville, Maryland; Washington County Maryland Government or State of Maryland have made no claim of taking of private property rights or abandonment/termination of public property rights when approving and/or signing plat 8292 or plat 10649. Plat 8292 was signed by the County Health Officer.

196.Plat 8292 expressly states that there may be other encumbrances not depicted on the plat. Plat 8292 expressly states the plat was completely without a title search.

197.Defendant Justin Holder has made extensive inquiry with the Washington County Government and its agents, and the Washington County Government has no factual evidence or personal knowledge Deena Holder has abandoned or terminated her right to use the wagon road easement.

198.The Town, County and State of Maryland have been examined in the instant case. The Town, County and State of Maryland do not dispute that they are prohibited by Article III §

40 of the Maryland Constitution and/or the 5th Amendment of the United States constitution from taking of private property when approving plats or conducting planning and zoning activities. Any act by the Town, County and State of Maryland in approving a plat as an affirmative act to condemn property rights is *ultra vires*, unlawful and the presumption is that the government protects the rights of its citizens.

199.Defendant Justin Holder has made an inquiry with the universe, including members of Dan Ryan Builders and Stonecrest Developers, the Washington County Government, the Town of Keedysville, the State of Maryland and owners of property in the Stonecrest Development. Defendant Justin Holder has not located ANY FACTUAL EVIDENCE OF ABANDONMENT OF THE EXPRESS WAGON ROAD EASEMENT recorded on his title deed(s). Plat 8292 and 10649 both unambiguously state that there may be other encumbrances than what is depicted on the plat(s), that no title search was done in making the plat(s) and in fact there are other encumbrances notoriously recorded in the Grantor/Grantee index that do potentially encumber property depicted on plat 8292 and 10649. ANYONE WHO SIGNED plat 8292 or 10649 certifying there was no encumbrance WAS NEGLIGENT or WORSE in doing so. Expert Christopher Joliet, Esq. stated that plat 10649 was just wrong, Expert John Dowling, Esq. stated that Frederic Frederick will not stand behind his surveys related to certain property disputes and Frederic Frederick refused to come to Court and testify for Plaintiff Young regarding plat 2499. Mayor Ken Lord of Keedysville, Maryland was discussing plat 8292 and the wagon road easement with Defendant Justin Holder in a May 22nd, 2020 email concluding "…I hear that you found an easement that no one else was aware of…Surveyors and engineers carry liability insurance for this reason. In the case that something was missed, or a mistake was made by those who engineered the site, then they are the responsible party...If you have found a legitimate easement, or some record of rights to a piece of ground, then the courts will see that and some changes will have to be made....”

200. The Court of Special Appeals, in *Beins v. Oden*, 155 Md. App. 237 (2004), quite aptly summed up the law in this regard as follows:

> The Court [in *Lowes v. Carter*, 124 Md. 678, 93 A. 216 (1915)] held that the subsequent purchaser of the burdened property obtained title after the easement had become part of the public record and was therefore charged with implied notice of the existence of the easement and bound by it. *Id*. at 685-86, 93 A. 216. The practical effect of *Lowes* is that "in Maryland one is bound by every express encumbrance on his property which he could have found in the records." *Steuart Transportation Company v. Ashe*, 269 Md. 74, 95, 304 A.2d 788 (1973) (quoting Roger D. Redden, *Equitable Enforcement of Implied Restrictions on the Use of Land*, 16 Md. L.Rev. 51, 59 (1956)). The Court in *Steuart* recognized that the rule that a person is bound by what could be found using the grantor-grantee index is a harsh one but is nevertheless "well established in this State." *Id*. at 96, 304 A.2d 788.

Id (emphasis added).

In *Olde Severna Park Improvement Association, Inc. v. Barry*, 188 Md. App. 582 (2009), the Court of Special Appeals struck a similar chord, confirming: “Moreover, a ‘party who has placed his written title on record has given the notice which every person is bound to know and respect. The law does not require him to go further.’ *Savonis[v. Burke*], 241 Md. [316,] at 320-21 [(1966)].” (Emphasis added).

201.Plaintiff Young, Dan Ryan Builders, residents of Stonecrest Development and the Public ‘writ large; or all the aforementioned partite’s agents and engineers, failed to perform a competent title search when transacting real estate in the vicinity of the instant property dispute. The Defendant’s have placed their superior title on record, and faith in the Court.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Justin Holder

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other and further relief as the nature of this cause may require.

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

NOTICE OF JURY TRIAL

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Notice Requesting a Jury Trial under the 7th Amendment of the United States Constitution and Article 23 of the State Constitution and in accordance with Rule 2-325(a) and MD Cts & Jud Pro Code § 3-404 (2019).

Justin K. Holder, *Pro Se*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of April, 2022, a copy of the foregoing Second Amended Answer to Complaint, Comparison Copy - Second Amended Answer to Complaint and Notice of Jury Trial was served via the MDEC system to :

Roland David Pembroke, Esq.,
Brandy Peeples, Esq.,
Robert Kline, Esq.,
Justin Holder, *Pro Se*.

Justin K. Holder, *Pro Se*

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER *
DEFENDANT *
*

ORDER

Upon consideration of the Plaintiff's Motion for Opposition to Motion for Rule 2-211 Required Joinder of Parties and the opposition filed thereto, it is this 26th of May, 2021 by the Circuit Court of Washington County, Maryland,

ORDERED that the Defendant's request be DENIED.

JUDGE
Andrew F. Wilkinson

R. David Pembroke, Esquire
Aaron Neal, Esquire
Matthew Ruble, Esquire
Brendan Callahan, Esquire
Robert Kline III, Esquire
Justin Holder, Pro se

Entered: Clerk, Circuit Court for
Washington County, MD
May 27, 2021

E-FILED; Washington Circuit Court
Docket: 6/25/2021 12:29 PM; Submission: 6/25/2021 12:29 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER *
DEFENDANT *
*

ORDER

Upon consideration of the Defendant Deena Holder's Motion to Dismiss for Failure to Join Necessary Parties and the opposition filed thereto, it is this 8th of July, 2021 by the Circuit Court of Washington County, Maryland,

ORDERED that the Defendant's request be DENIED with prejudice.

JUDGE
Andrew F. Wilkinson

R. David Pembroke, Esquire
Matthew Ruble, Esquire
Robert Kline III, Esquire
Justin Holder, Pro se

Entered: Clerk, Circuit Court for
Washington County, MD
July 9, 2021

E-FILED; Washington Circuit Court
Docket: 6/25/2021 12:24 PM; Submission: 6/25/2021 12:24 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG	*	
PLAINTIFF	*	
	*	
vs.	*	**CASE NO. C-21-CV-20-000371**
JUSTIN HOLDER	*	
DEFENDANT	*	
	*	

ORDER

Upon consideration of the Defendant Justin Holder's Motion for Final Judgment of Recorded Title to Parcel 3 and the opposition filed thereto, it is this 8th of July, 2021 by the Circuit Court of Washington County, Maryland,

ORDERED that the Defendant's request be DENIED with prejudice.

Andrew F. Wilkinson
JUDGE Andrew F. Wilkinson

R. David Pembroke, Esquire
Matthew Ruble, Esquire
Robert Kline III, Esquire
Justin Holder, Pro se

Entered: Clerk, Circuit Court for
Washington County, MD
July 9, 2021

E-FILED; Washington Circuit Court
Docket: 5/26/2021 12:50 PM; Submission: 5/26/2021 12:50 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER *
DEFENDANT *
*

ORDER

Upon consideration of the Defendant's Bill Quia Timet and Request for Declaratory Judgment and the opposition filed thereto, it is this 06/09/2021 _______ day of _____, 2021 by the Circuit Court of Washington County, Maryland,

ORDERED that the Defendant's request be DENIED with prejudice.

JUDGE

06/09/2021 4:37:19 PM

Dana Moylan Wright

R. David Pembroke, Esquire
Matthew Ruble, Esquire
Robert Kline III, Esquire
Justin Holder, Pro se

Entered: Clerk, Circuit Court for
Washington County, MD
June 10, 2021

E-FILED; Washington Circuit Court
Docket: 6/11/2021 10:36 AM; Submission: 6/11/2021 10:36 AM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER *
DEFENDANT *
*

ORDER

Upon consideration of the Defendant's Opposition to Motion to Alter or Amend June 9th, 2021 Order Dismissing Bill/Motion/Declaratory Judgment with Prejudice and the opposition filed thereto, it is this _______ day of _____, 2021 by the Circuit Court of Washington County, Maryland, **07/26/2021**

ORDERED that the Defendant's request be DENIED with prejudice.

07/26/2021 3:37:41 PM
JUDGE

Dana Moylan Wright

R. David Pembroke, Esquire
Matthew Ruble, Esquire
Robert Kline III, Esquire
Justin Holder, Pro se

Entered: Clerk, Circuit Court for
Washington County, MD
July 27, 2021

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
Plaintiff
v. * Case No.: C-21-CV-20-371
JUSTIN HOLDER, *et al.*
Defendants *

ORDER

(Defendant Justin Holder's Motion to Bifurcate)

This matter having come to the court on Defendant Justin Holder's Motion to Bifurcate as requested in a letter dated May 23, 2022, and the court having discussed the procedure of the trial during a pre-trial conference on June 7, 2022, it is this 8th day of June 2022, by the Circuit Court for Washington County, Maryland, hereby:

ORDERED, that Defendant Justin Holder's Motion to Bifurcate as requested in a letter dated May 23, 2022 is denied as moot. The trial will proceed as discussed during the pre-trial conference of June 7, 2022.

Judge, Circuit Court for Washington County

cc: Counsel and parties of record

Entered: Clerk, Circuit Court for
Washington County, MD
June 9, 2022

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *

Plaintiff

v. * Case No.: C-21-CV-20-371

JUSTIN HOLDER, *et al.*

Defendants *

ORDER

(Defendant Justin Holder's "Red Herring" Objection)

This matter having come to the court on Defendant Justin Holder's "Red Herring" Objection filed May 28, 2022, and the court finding there is no good cause, it is this 8th day of June 2022, by the Circuit Court for Washington County, Maryland, hereby:

ORDERED, that Defendant Justin Holder's "Red Herring" Objection filed May 28, 2022 be and is hereby denied.

Judge, Circuit Court for Washington County

cc: Counsel and parties of record

Entered: Clerk, Circuit Court for
Washington County, MD
June 9, 2022

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JEFFREY YOUNG *
*
Plaintiff *
v. * CASE NO.: C-21-CV-20-000371
*
JUSTIN HOLDER, Et Al *
*
Defendant(s) *

* *

JUNE 7th, 2022 PRE - TRIL "RED HERRING" BRIEF AND OBJECTION

COMES NOW Defendant, Justin Kyle Holder, in proper person, and files this June 7th, 2022 Pre - Trial "Red Herring" Brief and Objection, and for reasons states:

OVERVIEW

1. "This case has spawned some red herrings which the parties and the Chancellor have dropped across an essentially simple trail of fact and controlling law." *Mayor and Council of Rockville v. BROOKEVILLE TURNPIKE CONSTRUCTION COMPANY, INC.*, 228 A.2d 263, 246 Md. 117 (1967).
2. "THE COURT: My question is once, once the government decides to build a neighborhood over a public way isn't the public way gone? You don't need to answer that right now but I want you to think about it." Defendant responded "MR. HOLDER: I have been…." ***See Exhibit 1 - March 11th, 2022 Honorable Judge Andrew Wilkinson Introduces the "Red Herring"*** attached hereto and incorporated herein by reference.
3. In a March 24th, 2022 hearing in case C-21-CV-21-000420 Honorable Judge Andrew Wilkinson again introduced the "Red Herring" asking Justin Holder"

> "So, is it your position in this litigation that if a lane once existed but it gets shut down either disuse [sic], government says we're not using it anymore and then a neighborhood gets built right over top of it, that the lane still exist and you get to use it?", see ***Exhibit 2 - March 24th, 2022 Discussion of Honorable Judge Wilkinson's "Red Herring"*** attached hereto and incorporated herein by reference.

Justin K. Holder

4. After some discussion on March 24th, 2022, Honorable Judge Andrew Wilkinson request Justin Holder clarify the law as it relates to the "Red Herring" and the dispute:

> "THE COURT: So, when government puts a neighborhood on top of a road, the road still exists and all it takes is one citizen to say I want to drive my car through there it means, and I know not in this case, but it means the Selbys have to take down their fence, forget the forest conservation easement, cut down those trees because I issued [sic], I filed a Writ of Mandamus you government must open that road. You have no discretion" *Id*

5. Justin Holder responded to the Honorable Judge Andrew Wilkinson on March 24th, 2022 in absolute terms:

"MR. HOLDER: Sure because [it's] the law's not status quo. The law is a constitution in the 14th Amendment and everybody has rights"*Id*[1]

6. The Court Seemingly accepted Justin Holder's Legal Grounds and Authorities: "THE COURT: Okay. Okay." *Id;* however Justin Holder relies upon additional Grounds and Authorities cited below in this paper, and in ***Exhibit 3 - Extraordinary Circumstances of Public Abandonment Argument*** attached hereto and incorporated herein by reference.

---

[1] Public Local Law - 7-404. Same; by setting out fences:
"(a) ***Survey.*** Upon complaint of 1 or more taxpayers of the county to the County Commissioners of any person having encroached upon or obstructed the county roads by setting out fences, or hauling or throwing obstructions on the roads, the County Commissioners **shall direct that a survey of the road be performed** and the correct location of the center line be ascertained.

(b) ***Order.*** After marking with stakes the outside lines of the road as originally laid out, the **Director shall report to the County Commissioners, at their next meeting**, the name of the person who has encroached upon with fences or otherwise obstructed the road. The **County Commissioners shall then pass an order notifying that person to set back the fences** so as to give to the road its legal width, or to remove the obstructions, as the case may be, and place a copy of the order in the hands of the Sheriff of the county. The **Sheriff shall notify the person to whom the notice is directed**, by reading it to him, and return the order to the Commissioners, with the day and date of the giving of the notice to the person mentioned in it, endorsed upon it." (P.L.L., 1888, Art. 22, sec. 339; 1930, sec. 707; 1957 Code, sec. 517; 1880, ch. 311; 1970 ed. sec. 27-4; 1984, ch. 289; 1984 ed. sec. 7-104; 1991, ch. 211; 2009, ch. 450) [Emphasis Added]

"We have stated on numerous occasions that in the absence of a contrary contextual indication, the use of the word 'shall' is presumed to have a mandatory meaning, *Moss v. Director*, 279 Md. 561, 564-65, 369 A.2d 1011 (1977), and thus denotes an imperative obligation inconsistent with the exercise of discretion. *Bright v. Unsat. C. & J. Fund Bd.*, 275 Md. 165, 169, 338 A.2d 248 (1975)." *Johnson v. State*, 384 A.2d 709, 282 Md. 314 (1978).

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7. Obvious and Known Law and/or facts of Public Record dispositive of the "Red Herring":

   a)All of the deeds to Stonecrest Neighborhood Residents clearly state "SUBJECT TO AND TOGETHER WITH all covenants, easements, rights of way, and restrictions of record applicable thereto";

   b) Plat 8292 AND 8293 at Note 2 state: "NO PERMANENT STRUCTURES, FENCES, TREES OR SHRUBS ARE PERMITTED WITHIN STORM DRAIN, WALL MAINTENANCE AND ACCESS EASEMENTS. A NOTE IS TO BE PLACED ON ANY DEED OF CONVEYANCE";

   c) Plat 8294 at Note 4 states: "THIS PLAT AND SURVEY WERE PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT (NONE FURNISHED0 AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THIS PROPERTY";

   d)Plat 8292 at Note 5 states: "WATER, DRAINAGE, SWM, WALL MAINTENANCE AND ACCESS EASEMENTS, NO PERMANENT STRUCTURES, FENCES, TREES, OR SHRUBS ARE PERMITTED WITHIN EASEMENTS. A NOTE IS TO BE PLACED ON ANY DED OF CONVEYANCE.";

   e) Md Environmental 4-215(a)(1) "Any person who violates any provision of this subtitle or any regulation or stormwater management plan adopted or approved under this subtitle is guilty of a misdemeanor and upon conviction in a court of competent jurisdiction is subject to a fine not exceeding $10,000 or imprisonment not exceeding 1 year or both for each violation with costs imposed in the discretion of the court."

   f) Article III section 40 of the Maryland State Constitution: "The General Assembly shall enact no Law authorizing private property to be taken for public use without just compensation, as agreed upon between the parties, or awarded by a jury, being first paid or tendered to the party entitled to such compensation.";

g) The 5th Amendment of the United States Constitution "..., nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.";

h) Article 24 of the Maryland State Declaration of Rights "That no man ought to be taken or imprisoned or disseized of his freehold, liberties or privileges, or outlawed, or exiled, or, in any manner, destroyed, or deprived of his life, liberty or property, but by the judgment of his peers, or by the Law of the land *(amended by Chapter 681, Acts of 1977, ratified Nov. 7, 1978)*.";

i) Defendant Justin Holder has made an exhaustive good faith search of the "paper vision" computer in the Land Records Room of the Washington County Court House, reviewing all Town and County Ordinance, and Justin Holder has not located an Ordinance abandoning the Public Rights to the Road depicted on the 1936 J.B. Ferguson Atlas of Public roads that also hangs in the Land Records Room of the Courthouse, allegedly encumbering "Parcel 3" in the instant Complaint;

j) Only in the most exceptional cases where property owners have built homes over both ends of a street has a Court even considered an *estoppel in Pais* of Public Rights, and the Public is not a party to the instant litigation if Plaintiff is asserting an *Estoppel in Pais* against the Public. see *Baldwin v. Trimble*, 85 Md. 396; and

k) This instant case revolves around 2 white vinyl fences erected in a Storm Water Easement illegally, (Selby and Morral) within 3 years of the instant litigation being brought to issue. There is no merit to an *Estoppel in Pais* in the instant case.

8. The Court has scheduled a Pre - Trial Conference on June 7th, 2022 and the Defendant relied on the March 24th, 2022 discussion of the "Red Herring" by Judge Andrew Wilkinson. On March 31st, 2022 discovery closed in the instant case. The pleading's in the instant case make no mention of any Public Rights. If the Court intends to hear evidence on the same, Defendant(s) will be highly prejudiced and unprepared for trial.

GROUNDS AND AUTHORITIES - CLOSING OF A PUBLIC STREET

The Court of Appeals has long held that ‘"the closing of a street, and the conveyance of the [municipality's] interest in the street solely for the private benefit of another, is not within the legislative body's power…[such a conveyance]…required the Town …, a municipal corporation, to make an affirmative determination via an ordinance before conveying a portion of a public street…" *Inlet Associates v. Assateague House.,* 313 Md. at 431, 545 A.2d at 1305 and required “intention that the city council act upon municipal affairs through ordinances when performing its legislative function” *Id.* at 430, 545 A.2d at 1304. Article 23A, § 2(b)(24), 'namely that 'a determination that there is no longer any public need for the street is requisite….' *Inlet Assocs.,* 313 Md. at 431, 545 A.2d at 1305. “Because the municipal corporation conveyed the street bed via a resolution, rather than an ordinance, we held ineffective the Town…’s attempted conveyance of the street bed.” *South Easton Neighborhood Ass'n, Inc. v. Town of Easton,* 876 A.2d 58, 387 Md. 468 (2005) . The solely private benefit of its use “vitiated the entire transaction.” *Perellis v. Mayor of Balt.,* 190 Md. 86, 92-95, 57 A.2d 341, 344-45 (1948). The authority to dispose of Public Property has been squarely in the hands of the legislature since the Constitution was adopted demanding separation of powers:

> "The general rule as to alienability of municipally held property was clearly stated in *Montgomery County v. Maryland-Washington Metropolitan District,* 202 Md. 293, 96 A.2d 353 (1953), where it was said at p. 303:
>
> 'A distinction is frequently drawn between property held by a county[2] in its proprietary [or business] capacity and that held by it in its governmental capacity. Property which is held in a governmental capacity or is impressed with a public trust, cannot be disposed of without special statutory authority.’

Justin K. Holder

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[2] In this State a "county" (as well as a city or town) is considered to be a "municipal corporation." See *Neuenschwander v. Wash. San. Com.,* 187 Md. 67, 48 A.2d 593 (1946).

> See also 10 McQuillin, *Municipal Corporations,* § 28.55 (3rd ed.); 2 Dillon, *Municipal Corporations,* § 1188 (5th ed.). There can be little doubt that the lot in question is impressed with a public trust. Cf. *Mayor & C.C. of Baltimore v. Peabody Institute of Baltimore,* 175 Md. 186, 200 Atl. 375 (1938).
>
> It is equally clear that property held as a public trust may not be privately acquired by adverse possession. See *Town Com'rs of Centreville v. County Com'rs of Queen Anne's County*, 199 Md. 652, 87 A.2d 599 (1952); *Brady v. Mayor & C.C. of Baltimore,* 130 Md. 506, 101 Atl. 142 (1917); *Bond v. Murray,* 118 Md. 445, 84 Atl. 655 (1912); *Cushwa v. Burgess & Com'rs of Williamsport,* 117 Md. 306, 83 Atl. 389 (1912); 1 M.L.E., *Adverse Possession,* § 6. See also 4 Tiffany, *Real Property* (3rd ed.), § 1170; 1 Am.Jur., *Adverse Possession,* § 18; 2 C.J.S., *Adverse Possession,* § 14. While it was conceded that the town had never exercised any control over the lot, the use by the plaintiffs was not a use for the benefit of the public. See *Centreville v. Queen Anne's County, supra,* at p. 656. Under the circumstances in this case, it is not possible for the plaintiffs to acquire the lot in question by adverse possession. It may be that the town could obtain authority to sell the lot to the plaintiffs, but that is a matter for the legislature to decide, not the courts."
>
> *Messersmith v. Riverdale*, 164 A.2d 523, 223 Md. 323 (1960).

In Exceptional cases the Court has found *Acts in Pais Estoppel* too run against a city or municipality, but it is not at all favored:

> “The Court held that in Maryland encroachment on a highway is a public nuisance ‘which can never grow by prescription into a private right’ and then adopted the views of Judge Dillon set forth in 2 Dillon, *Mun. Corp.* (2nd Ed.), Sec. 433, that in cases of 'actual and notorious *abandonment* of the highway by the public’ justice may require that an equitable estoppel ought to be asserted against the public in favor of individuals. The Court further said (p. 403):
>
> ‘In that event, such cases [of abandonment], as observed by Judge Dillon, `will form a law unto themselves,' and will `not fall within the legal operation of limitation enactments. * * * `There is no danger,' he continues, `in recognizing the principle of an *estoppel in pais* as applicable to such cases, as this leaves the Court to decide the question, not by the mere lapse of time, but by all the circumstances of the case, to hold the public estopped or not, as right and justice may require.’
>
> ‘The Court concluded that the owner of the fee, subject to the easement, had a full and merchantable title because the easement had been obviously and notoriously abandoned and the street had been physically closed with the acquiescence of the City for so long a time that innocent parties had been led to assume it was no longer a highway and had made permanent improvements on it.

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> The theory of law advocated by Judge Dillon and adopted by the Court in the *Baldwin* case has been severely criticized and many courts have refused to follow it.'
> ***
> The Court said that the mere fact of long-continued and uninterrupted occupation of dedicated municipal land gave rise to no necessary presumption of abandonment by the municipality and concluded that 'we do not think this is a case for the application of the doctrine of an equitable estoppel' and the ultimate basis for this finding would seem to have been that there had been no abandonment."

Mayor of Baltimore v. Chesapeake, 197 A.2d 821, 233 Md. 559 (1964).

CONCLUSION

The Defendant respectfully objects to the Honorable Judge Wilkinson's "Red Herring" as inappropriate and unfounded in fact and law. If the Court or Plaintiff contend an E*stoppel in Pais* is to run against the Public, then the Public 'writ large must have their day in Court. The Doctrine of Public Trust and Article VI of the Maryland State Declaration of Rights demand that the Public appear to avail themselves of those rights, or a trustee is appointed by the Honorable Court to protect the rights held by the Public in trust for its citizens. The Defendant would respectfully protest Honorable Judge Andrew Wilkinson's introduction of the "Red Herring" as an irresponsible prevision of justice and the constitution itself. The separation of powers prescribed by the United State's and Maryland Constitutions place the decision to repair or abandon a Public Road squarely upon the legislature. This Honorable Court must take no cognizance of the issue, or be caught pre - empting the legislature outside of its obvious and known jurisdiction.

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of May, 2022, a copy of the foregoing June 7th, 2022 Pre - Trial "Red Herring" Brief and Objection was served via the MDEC system to :

Edward Kuczyński, Esq.,
Kevin Karpinski, Esq.,
Talley Kovacs, Esq.,
Peter Rogers, Esq.,
R. David Pembroke, Esq.,
Brandy Peeples, Esq.,
Robert Kline, Esq.,
Justin Holder, *Pro Se*

Justin K. Holder, *Pro Se*

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER

Plaintiff

v.

SCOTT MORRAL, Et Al

Defendant(s)

CASE NO.: C-21-CV-21-000420

* *

LINE - GOUNDS & AUTHORITY IN SUPPORT OF ORAL ARGUMENT

The Plaintiff, *Pro Se*, Justin K. Holder, files this line and says;

On March 24th, 2022 the Plaintiff, *Pro Se* enjoyed the pleasure of arguing in front of Honorable Andrew Wilkinson. The Plaintiff would have cited to the reported opinions if he was prepared to argue Public intent to abandon Harris Lane, based solely upon recording of Plat 8292 which was only raised by the Court, not the Defendants Motion. The Plaintiff respectfully request the Court excuse his oversight, and consider the law Plaintiff relies on.

To prove that the Town/County abandoned Harris Lane, the Defendants must show "an intention to abandon, and an overt act, or an omission to act, by which such intention is carried into effect." *Montgomery Cnty. v. Bhatt,* 446 Md. 79, 96 (2016) (citation omitted). The overt act, or omission, "carries the implication that the owner does not claim or retain any interest in the subject matter." *Catonsville Nursing Home, Inc. v. Loveman,* 349 Md. 560, 581 (1998). An affirmative act "is essential." *United Fin. Corp.,* 172 Md. at 145.

It is "well-established" that the `"common right of way' cannot be lost by the attempted adverse possession of a private individual." *Bhatt,* 446 Md. at 91 (quoting *Sieling v. Uhl,* 160 Md. 407, 418 (1931). However, the Court of Appeals has clarified:

> "In exceptional cases, where the Court found that right and justice demanded it, there has been recognition in Maryland that private ownership has been acquired of property held by a municipality in a governmental capacity (and so in trust for the public) where there has been *actual and notorious abandonment* of the property by the municipality **for at least as long as the legal period of prescription** which has induced action by the person claiming ownership, the result of which it would be unjust and inequitable to disturb."*Gregg Neck Yacht Club, Inc. v. Cnty. Comm'rs of Kent Cnty.*, 137 Md. App. 732, 771 (2001) (quoting *City of Baltimore v. Chesapeake Marine Ry.*, 223 Md 559 572 (1964)) (Emphasis in Original and added in bold)

Likewise, a municipal corporation may be estopped from asserting rights against a person "who has in good faith relied upon such conduct, and has been led thereby to change his position for the worse and who on his part acquires some corresponding right, either of property, of contract, or of remedy." *Id.* at 772 (quoting *Knill v. Knill,* 306 Md. 527, 534 (1986)). Equitable estoppel generally requires: "(1) voluntary conduct or representation; (2) reliance; and (3) detriment." *Id.* at 773. Equitable estoppel does not require any wrongful conduct on the part of the party being estopped, only that the conduct caused a prejudicial change in the conduct of the part of the claimant. *Id.*

The "burden of proving abandonment rests on the one who asserts or relies on it." *Chevy Chase Land Co. v. United States,* 355 Md. 110, 161 (1999) (citation omitted). Further, abandonment concerns "a question of fact to be determined by the finder of fact," *Maryland & P.R. Co. v. Mercantile-Safe Deposit & Tr. Co.,* 224 Md. 34, 41 (1960); *see also Wagner,* 135 Md. at 694 (holding that abandonment "is a **question of fact for the jury, and not of law for the court**") [Emphasis Added}. Likewise, "`whether or not an estoppel exists is a question of

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fact to be determined in each case.'" *Gregg Neck Yacht Club,* 137 Md. App. at 773 (quoting *Travelers Indem. Co. v. Nationwide Constr. Corp.,* 224 Md. 401 (1966))

In *Gregg Neck Yacht Club,* the Court relied on *United Finance Corp.* to delineate how dedicated property may be abandoned:

> "An **abandonment does not result from mere nonuser,** after a dedication is complete, **unless a statute so provides**, or from misuser, or delay in its improvement and use, or by a mere temporary abandonment of such use. . . . On the other hand, if the nonuser is accompanied by user by the dedicator or by third persons, inconsistent with the public use, the nonuser may show an abandonment. *And a municipality may relinquish its control over property dedicated to it for public use by an abandonment thereof, and this is so notwithstanding prescription does not run against a municipality as to land granted to it for the use of the public. Id.* at 771-72 (italicized emphasis in original; bolded emphasis added) (quoting *United Fin. Corp.,* 172 Md. at 145). Precedents further explain the two ways a governmental entity may relinquish control over dedicated property: (1) "an explicit renunciation of the purpose to give effect to the condemnation, which in the case of a municipality would be by a repeal of the ordinance under which the proceedings were instituted"; and (2) "**deduced from acts *in pais.***" {Emphasis Added] *Wagner,* 135 Md. at 694. In either case, "those acts [must] constitute sufficient evidence of an intention on the part of the condemning corporation to abandon the proceeding." *Id.*

Thus the Plaintiff kindly reminds the Honorable Court the burden is on "the [d]efendants [who] must show [the jury] that this is one of the `exceptional cases' where `right and justice demand' public property be restored to a private owner[.]" *City of Baltimore v. Chesapeake Marine Railway Co*., 233 Md. 559, 572 (1964)

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of March, 2022, the foregoing Line - Grounds & Authority in Support of Oral Arguments was served via MDEC and thus served electronically upon all counsel/parties of record, severed via US Mail to all other counsel/ parties requiring service not served by MDEC;

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Appellate Court of Maryland
5/26/2023 2:14 PM

Circuit Court for Washington County
Case No. C-21-CV-20-000371

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND**

CONSOLIDATED CASES

Nos. 1145 & 1457

September Term, 2022

JUSTIN HOLDER & UNCLE EDDIES BROKEDOWN PALACE, LLC

v.

JEFFREY YOUNG

Shaw,
Kehoe,
Battaglia, Lynne A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Battaglia, J.

Filed: May 26, 2023

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

**At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Special Appeals of Maryland to the Appellate Court of Maryland. The name change took effect on December 14, 2022.

In September of 2020, Jeffrey Young, Appellee, filed a Complaint against Justin Holder, Deena Holder, and all other interested but unknown parties, to quiet title to a piece of land in Keedysville, Maryland that he owned and to enjoin the Holders from trespassing on the property. Uncle Eddies Brokedown Palace, LLC[1] ("Uncle Eddie") responded to the Complaint as an interested party. After a bench trial in the Circuit Court for Washington County, the trial judge entered a declaratory judgment in favor of Mr. Young, finding that he was the owner of the property by deed as well as by adverse possession, that Mr. Holder did not own any part of the property, and that the Holders and Uncle Eddie did not have an easement over the land; he then enjoined them from entering onto Mr. Young's property.

Justin Holder and Uncle Eddie, Appellants,[2] appealed, presenting us with a plethora of questions, which we have renumbered and summarized:[3]

---

[1] Uncle Eddies Brokedown Palace, LLC is registered as a New Mexico limited liability company associated with Justin and Deena Holder.

[2] Deena Holder filed a "Brief of Appellee" in the instant case, after having failed to file a notice of appeal. In response, Mr. Young filed a "Motion to Dismiss Appeal Pursued by Deena Holder," in which he sought dismissal of Deena Holder's appeal, or in the alternative, requested that her brief be stricken. On March 13, 2023, this Court ordered Deena Holder's "Brief of Appellee" be stricken. Deena Holder, subsequently, filed a "Motion to Alter or Amend Order Striking Deena Holder's Brief," in which she asked the court to reconsider the order striking her appellee's brief. We, subsequently, denied her motion.

Jeffrey Young also filed a Motion to Impose Attorneys' Fees against Mr. and Ms. Holder to compensate his expenses for responding to Mr. Holder's two interlocutory appeals, which were dismissed as premature, and Ms. Holder's Brief of Appellee, which was stricken. We will discuss the disposition of his motions *infra*.

[3] Justin Holder's questions, as presented, were:

1. Did the trial court err in determining Appellant's quitclaim deeds

(continued…)

(…continued)

> constituted "subdivisions" under the Keedysville Subdivision Regulations?
> 2. If not, did it err in determining that the deeds were void ab initio?
> 3. Did the trial court err in declining to dismiss the case for failure to join all parties?
> 4. Did the trial court err in declining to dismiss the case for failure to state a claim for declaratory judgment?
> 5. Did the trial court err, and thus deny Appellant due process and the right to a fair trial, by prohibiting Appellant from introducing evidence relevant to his Answer and defenses at trial?
> 6. Did the trial court err in determining Appellee adversely possessed Parcel 3?
> 7. Did the trial court err in determining that Appellee had record title to Parcel 3?
> 8. Did the trial court err in striking the Appellant's Bill *Quia Timet*?
> 9. Did the trial court err in determining Appellee's "Complaint and Petition deal with questions that are only within the purview of a court and are not within the purview of a jury?"
> 10. Did the trial court err in granting relief as to Parcel 1 and other land outside of Parcels 2 and 3, and thus deny Appellant due process of law, where such relief was not sought in the Complaint, and where such land was not in rem?
> 11. Did the trial court err in failing to grant Appellant a hearing on his anti-SLAPP motion?

Uncle Eddie's questions, as presented, were:

> A. Where the trial court found the Cost Deed conveyed an express easement with intent to provide access over lands of Cost generally following the "Cost/Keedy divisional line" to the county road; did the trial court err locating easement?
> B. Was the trial court's legal conclusion in interpretation of the Cost Deed correct?
> C. If the trial court was correct that the easement was defective, did Appellant Uncle Eddie's predecessors or public acquire easement by prescription?
> D. If Cost Deed conveyed express easement, was the trial court legally correct in its determination that the express easement had been lost to estoppel?
> E. If Cost Deed conveyed express easement, was the trial court legally correct in its determination that the express easement had been lost to adverse possession?

(continued…)

1. Whether the trial court erred by denying Mr. Holder's jury demand?
2. Whether the trial court erred by declining to dismiss the case for failure to join necessary parties?
3. Whether the trial court erred by declining to dismiss the case for failure to state a claim for declaratory judgment?
4. Whether the trial court erred by dismissing Mr. Holder's Anti-SLAPP motion?
5. Whether the trial court erred by dismissing Mr. Holder's Bill *Quia Timet*?
6. Whether the trial court erred by determining that the existence and opening of public roads was a legislative function?
7. Whether the trial court abused its discretion by setting time limits for each side to present its case at trial?
8. Whether the trial court abused its discretion by granting a non-party witness a protective order and denying Mr. Holder's motion to compel?
9. Whether the trial court erred by including Parcel 1 in its Ruling?
10. Whether the trial court erred by finding Mr. Young held record title to Parcel 3?
11. Whether the trial court erred by determining that Mr. Holder's quitclaim deeds were void?

(…continued)

> F. If Appellants' predecessors acquired a prescriptive easement, was the trial court legally correct in its determination that the easement had been lost to adverse possession?
> G. If Appellants' predecessors acquired a prescriptive easement, was the trial court legally correct in its determination that the easement had been lost to estoppel?
> H. When a covenant or easement is placed in the chain of title to property by the developer restricting land use, may a later owner of that land, or court, ignore or treat the covenant or easement as meaningless?
> I. Did the trial court apply correct legal standards in the balancing test it performed in accordance with public policy related to Town of Keedysville's Subdivision Ordinance?
> J. Did the trial court err or abuse its discretion when excluding evidence of Public Roads?
> K. Did the trial court err or abuse its discretion in determining Petitioner's pleadings adduced sufficient evidence that Respondents were on notice of claims and relief to Parcel 1 not "in rem"?
> L. Did Petitioner's pleadings adduce sufficient evidence to shift burden to Respondents to prove bona fides when it adjudicated Petitioner's title to Parcel 1 and locating the Wagon Road easement to the extent it burdened Parcel 1?

12. Whether there was sufficient evidence to support a judgment for adverse possession in Mr. Young's favor?
13. Whether the trial court erred by finding the "wagon road" easement defective?
14. Whether the defendants or their predecessors in title or the public acquired an easement by prescription or a public road by prescription over Mr. Young's property?
15. Whether the trial court erred by finding the "wagon road" easement terminated?

PROCEDURAL HISTORY

In September of 2020, Jeffrey Young filed a "Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief" against Justin Holder, Deena Holder, and all other interested but unidentified parties. Notices of the Complaint were published in a newspaper of general circulation in Washington County, for three consecutive weeks, pursuant to Section 14-615 of the Real Property Article, Maryland Code (1974, 2015 Repl. Vol., 2019 Supp.)[4] and Maryland Rule 2-122.[5] The notices requested that "any person who has or claims an interest" in the property described by Mr. Young's Complaint, "shall file an answer." Justin and Deena Holder, thereafter, filed their Answers to Mr. Young's Complaint, and in "respon[se] to the published notice," Uncle Eddie also filed an Answer.

---

[4] All statutory references to the Real Property Article are to Maryland Code (1974, 2015 Repl. Vol., 2019 Supp.).

Section 14-615 of the Real Property Article provides, in pertinent part:

> If, on affidavit of the plaintiff, it appears to the satisfaction of the court that the plaintiff has used reasonable diligence to ascertain the identity and residence of and to serve a summons on the persons named as unknown defendants and persons joined as testate or intestate successors of a person known or believed to be dead, the court shall order service by publication in accordance with Rule 2-122 of the Maryland Rules and the provisions of this subtitle.

[5] Maryland Rule 2-122(a) provides:

> In an in rem or quasi in rem action when the plaintiff has shown by affidavit that the whereabouts of the defendant are unknown and that reasonable efforts have been made in good faith to locate the defendant, the court may order service by the mailing of a notice to the defendant's last known address and:

(continued…)

In his Complaint, Mr. Young sought to quiet title by deed and/or by adverse possession, real property located at 13 Dogstreet Road in Keedysville, Maryland, known as Parcels 2 and 3, as shown on Plat 2499:

> 3. The real property in question is located in Washington County, Maryland, and is more particularly shown and described as Parcels 2 and 3 on the Plat entitled "Property Line Survey for Harry Wickline" dated June 15, 1988, and recorded among the Plat Records for Washington County, Maryland, at Plat Record 2499.
>
> * * *
>
> 8. There exists an actual controversy of a justiciable issue between Plaintiff and Defendants within the jurisdiction of the Court involving the rights of the parties and ownership of the Parcels.
>
> 9. That by virtue of Deeds dated January 3, 1988, August 16, 1993, and May 28, 2017, and recorded respectively in Liber 885, Folio 110, Liber 1108, Folio 790, and Liber 5512, Folio 226 among the Land Records of Washington County, Maryland, Plaintiff claims title as sole owner of the Parcels described on the Plat and Deeds, attached hereto and incorporated herein by reference, labeled Exhibits A, B, C, D.

(…continued)

> (1) by the posting of the notice by the sheriff at the courthouse door or on a bulletin board within its immediate vicinity, or
> (2) by publishing the notice at least once a week in each of three successive weeks in one or more newspapers of general circulation published in the county in which the action is pending, or
> (3) in an action in which the rights relating to land including leasehold interests are involved, by the posting of the notice by a person authorized to serve process in accordance with Rule 2-123 (a) in a conspicuous place on the land.

> 10. The Land Records, Tax Records and Tax Maps of Washington County, Maryland, reflect that title to the Parcels is held by Jeffrey L. Young.
>
> 11. Since the execution and recording of the aforesaid Deed dated January 3, 1988, and recorded at Liber 885, Folio 110, Plaintiff has been in actual, exclusive, open, visible, notorious, continuous, peaceable, hostile, and adverse possession of the property shown as Parcels 2 and 3 on the aforesaid Plat Folio 2499.
>
> 12. From the date of said Deed forward, Plaintiff has paid the taxes in connection with the aforesaid property and has utilized and maintained the property as his own.
>
> 13. Plaintiff's actual, exclusive, open, notorious and adverse possession of the property has been for a continuous period of more than thirty-two (32) years, through actual possession and under color of title.
>
> 14. Prior to the execution and recording of the aforementioned Deeds to Plaintiff, Plaintiff's predecessors in title had also been in actual, exclusive, open, visible, notorious, continuous, peaceable, hostile, and adverse possession of the herein described property.

Mr. Young sought a declaration that he was the sole owner of Parcels 2 and 3 and that no other person had any rights or interests in such property. In addition, Mr. Young sought to enjoin the Holders from entering Parcels 2 and 3, as he alleged that Mr. Holder had entered the property on multiple occasions without permission:

> 17. Over the last several months, Defendant Justin Holder has attempted to enter the aforesaid property to construct roadway over said property, thereby damaging and destroying mature trees and underbrush. Although his efforts have been thwarted by Plaintiff and Plaintiff's neighbors, his efforts have caused repeated altercations and confrontations, with both Plaintiff and the property owners abutting Plaintiff's property.
>
> 18. After Plaintiff denied Defendant Justin Holder access to Plaintiff's land, Defendant Justin Holder offered to purchase an easement over Plaintiff's land for Five Thousand and 00/100 ($5,000.00) Dollars. When that offer was rejected, Defendant Justin Holder embarked upon prolonged campaign of harassment, bringing or attempting to bring others including surveyors, heavy equipment, electricians, and well drillers upon Plaintiff's land, some of whom reported to Plaintiff that Defendant Justin Holder claimed to them to have purchased the property from a "developer".

> 19. Defendant Justin Holder's actions in trespassing upon Plaintiff's land have caused damage to Plaintiff's property and severe emotional aggravation to Plaintiff and Plaintiff's family.

Although he named only Justin and Deena Holder, Mr. Young alleged that he also had made "reasonable and good faith efforts to locate" any interested but unknown parties:

> 20. There is no person or party, of record or in fact, having or claiming to have any hostile, right, or interest in or to said property. Plaintiff has made reasonable and good faith efforts to locate any such party by conducting thorough examination of all pertinent land, and estate and tax records for Washington County, Maryland, and has as well interrogated the owners of adjoining properties in order to uncover such claims and none have been uncovered.

Accordingly, Mr. Young requested the following relief:

> l. That this Honorable Court decree that the Plaintiff is the owner in fee simple of the property shown as Parcels 2 and 3 on Plat 2499 referenced in the Complaint;
>
> 2. That the Court decree that the Defendants have no estate, right, title, or interest in said property or any part thereof; and
>
> 3. That Defendants be forever barred from asserting any right, title, or estate of any nature in or to said property adverse to this Plaintiff; and
>
> 4. That Defendants be enjoined from entering upon Plaintiff's said property; and
>
> 5. That the title to the aforementioned property be quieted and any cloud removed thereon; and
>
> 6. That an Order be passed pursuant to the Maryland Rules of Procedure 2-122 providing that service of process upon the unknown Defendants be accomplished as follows:
>
> > a. By posting notice of the proceedings by the Sheriff on the properties and on the Court House Door or bulletin board or in the immediate vicinity thereof; and
> > b. By publishing that same notice in newspaper of general circulation in Washington County, Maryland in three (3) successive weeks.

On October 26, 2020, the Holders and Uncle Eddie[6] filed their Answers. In Mr. Holder's Answer, he claimed record ownership of Parcels 2 and 3, and he asserted various defenses:

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the Statute of Limitations.
3. Plaintiff's claims are barred by Laches.
4. Plaintiff's claims are barred by Estoppel.
5. Plaintiff's claims are barred by the doctrine of Waiver.
6. Plaintiff's claims are barred by the failure to join parties under Md. Rule 2-211.
7. Plaintiff's claims are barred by the lack of necessary parties.
8. Plaintiff's claims are barred by lack of jurisdiction.
9. Defendant has superior title to Plaintiff.
10. Defendant possesses all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff.

Mr. Holder claimed that he "own[ed] the fee simple land claimed by Plaintiff, which land is also subject to a record-title right of way, public road, prescriptive easement, and an easement by implication." Mr. Holder also "specifically denie[d] the accuracy of plat [2499]" and "denie[d] that the Plaintiff had made reasonable good faith efforts to locate" any interested parties. In his Amended Answer, filed on September 6, 2021, Mr. Holder included a fuller explanation of his claims, and in a Second Amended Answer, filed on April 12, 2022, he included even greater explanations and four additional defenses:

- Plaintiff's reliance on the title and/or rights of 3rd parties is *ultra vires* and/or barred by non-mutual defensive collateral estoppel.

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[6] Uncle Eddie initially filed his Answer on October 26, 2020, but the court found such Answer "deficient per Rule 20-203(d)," because "the party's name is not an identical reference to the name of each party[.]" As such, Uncle Eddie re-filed his Answer on October 27, 2020 with the corrected party names.

- Plaintiff's claims of Laches asserted on behalf of parties who neglected to appear in Court and avail themselves of their rights is *ultra vires* and/or barred by *res judicata*.
- Plaintiff's claims in equity are barred by the Clean Hands Doctrine.
- Plaintiff's claims in law are barred by *in pari delicto*.

In Ms. Holder's Answer, she denied Mr. Young's ownership by deed of Parcels 2 and 3 and asserted that she "possesse[d] rights over parcels claimed by Plaintiff by virtue of her own priority of title, continuous usage by predecessors, priority of title by others, and use as a public road."[7] She also claimed to possess "all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff." Ms. Holder then stated that "Justin Holder has lawfully acted on lands claimed by Plaintiff," and further asserted that the Complaint failed to state a claim and failed to join necessary parties, as well as that it was barred by the Statute of Limitations, laches, doctrine of waiver, estoppel, and lack of jurisdiction.

As an "interested party," Uncle Eddie also filed an Answer in "respon[se] to the published notice" of the Complaint. Uncle Eddie denied Mr. Young's ownership of Parcels 2 and 3 and asserted the same claims and defenses as Ms. Holder. The Holders and Uncle Eddie all demanded declaratory relief in their favor and for the dismissal of Mr. Young's Complaint.

---

[7] Deena Holder alleged in her "Motion to Dismiss for Failure to Join Necessary Parties," filed June 13, 2021, that she owned two properties, 25 and 28 Antietam Drive in Keedysville, Maryland, which were located near Mr. Young's land, and that her properties included a deeded right of way, which ran along Mr. Young's Parcels 2 and 3.

Prior to the trial in the case, Mr. Holder filed copious pleadings.[8] For purposes of this appeal, the pleadings implicated herein include the following:

---

[8] Pleadings filed by Mr. Holder not in issue in this appeal include:

A "Motion in Support of Deena Holder's Motion to Dismiss and Motion for Final Judgment of Recorded Title to Parcel 3." The court denied his motion with prejudice.

A "Motion to Alter or Amend" the court's denial of his motion for "Final Judgment of Recorded Title to Parcel 3." The court denied his motion.

A "Motion as a Matter of Law—Termination by Estoppel is Unavailable," in which he argued that Maryland does not recognize the termination of easements by estoppel. The court denied his motion.

A "Motion to Compel Discovery" against Mr. Young. The motion was "denied in part, and balance of the motion [was] withdrawn by movant."

A "Motion for Sanctions" under Maryland Rule 1-341 against Mr. Young. The court denied his motion with prejudice.

A "Motion to Compel Discovery" against Scott Morral, Lot Owner No. 9 of the neighboring Stonecrest subdivision development. The court denied his motion.

A "Motion to Compel Discovery" against the Town of Keedysville. The motion was granted in part and denied in part.

A "Motion to Alter or Amend Hearing Sheet for January 13th Show Cause Hearing for Non-Appearance of Carissa Meyers." The court denied his motion, explaining that while Carissa Meyer did not appear at the show cause hearing, neither did Mr. Holder.

A "Motion to Alter or Amend February 10th Order and Reschedule Show Cause Hearing for Non-Appearance of Carissa Meyer." The court denied his motion.

A "Motion Requesting Leave of Court to Reschedule the Deposition of Christopher Joliet [Plaintiff's expert] on February 16th, 2022." The court denied his motion.

A "Motion to Shorten Time" to respond to "Motion Requesting Leave of Court to Reschedule the Deposition of Christopher Joliet." The court denied his motion as moot.

A "Motion to Compel" against the Maryland Department of Natural Resources for discovery. The motion was granted in part and denied in part.

A Motion to alter or amend the court's order denying in part his motion to compel the Department of Natural Resources. The court denied his motion.

(continued…)

In May of 2021, Mr. Holder filed a motion titled, "Motion for Rule 2-211 Required Joinder of Parties," in which he urged the court to consolidate the instant case with a separate action filed by Benjamin Estes, the owner of neighboring property, which was also pending in the circuit court but was not related to the case. The court denied his motion.

Mr. Holder also filed a document titled, "Bill *Quia Timet*," in which he alleged that the "stone" used as a starting point to describe Mr. Young's land in his predecessor's 1966 deed, was the same "stone" used as a starting point to describe Mr. Holder's land in his quitclaim deeds, and therefore, requested the court to declare it as such. The court denied the motion and later denied its reconsideration. Mr. Holder appealed the denial of the decision, but we ultimately dismissed the appeal as premature.

Later in the year, Mr. Holder filed a "Counterclaim—Bill of Complaint *Quia Timet* for Declaratory Judgment of Law and Injunctive Relief in Equity," in which he requested the same declaration as in his "Bill *Quia Timet*," and to remove the cloud he alleged existed on the property. The court ultimately granted Mr. Young's motion to strike the counterclaim but noted in its order that, "[t]his order does not limit the defenses that the

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(…continued)

A "Motion to Bifurcate," which the court ultimately denied as moot.

A "Red Herring" Objection, which the court ultimately denied, finding "no good cause."

An "Objection Article IV Section 23 of Maryland Constitution," with respect to the court's delay in entering a judgment. The court denied his objection.

A "Motion to Stay Order," which the court ultimately denied.

An "Objection for the record—June 7th, 2022 Ruling Limiting Trial Time to 8 Hours," which the court ultimately denied.

defendant may utilize at trial." Mr. Holder, then, filed a motion to revise the court's order striking the counterclaim, which the court denied.

Mr. Holder's attempt to garner a jury trial was the subject of a number of pleadings, which will be discussed separately. The court ultimately denied his demands for a jury trial.

Mr. Holder's attempts in the instant case to depose and request documents from Christine Morral, the owner of Lot No. 9 in Stonecrest, a neighboring development which consisted of twenty-one single family homes, was thwarted by the grant of a protective order pursued by Ms. Morral and the denial of Mr. Holder's motion to compel. Ms. Morral alleged that Mr. Holder had sued her separately for defamation and was using the instant case as a vehicle to garner discovery for the other case, in which documents had been produced and interrogatories answered by Ms. Morral. Mr. Holder deposed Ms. Morral, and thereafter, the court found "good cause" to grant Ms. Morral's protective order and to deny Mr. Holder's motion to compel.

Mr. Holder, then, filed a "Motion to Dismiss or in the Alternative Collateral Estoppel of Interested Parties." He argued that parties that he alleged were interested, such as Stonecrest Lot Owner Nos. 10-14 and the public at large, should be bound by the court's judgment and collaterally estopped from raising future claims to the land in dispute, because they had been put on "constructive notice" of the instant suit. In the motion, Mr. Holder also alleged that Mr. Young had filed his Complaint to prevent Mr. and Ms. Holder from achieving a favorable result from the local government to obtain better access for Uncle Eddie's and Ms. Holder's properties to roadways, pursuant to the Maryland Anti-SLAPP statute, Section 5-807 of the Courts and Judicial Proceedings Article, Maryland

Code (1973, 2013 Repl. Vol.).[9] The motion was denied without a hearing, as the court found "no good cause." Mr. Holder immediately appealed the denial, but this Court ultimately dismissed the appeal as premature.

Mr. Holder filed a "Motion to Dismiss—Failure to State a Claim," in which he alleged that Mr. Young had failed to identify the record owner of Parcel 3 and that Mr. Young failed to assert a justiciable controversy against the defendants, as required by the Declaratory Judgment Act, Sections 3-401 to 3-415 of the Courts and Judicial Proceedings Article. The court denied his motion. On that same day, Mr. Holder filed an Objection to the court's denial of the motion, which the court denied, finding "no good cause."

Trial Judge's Findings

In June of 2022, a three-day bench trial was held. After hearing testimony of several witnesses, including three experts, and receiving various documents in evidence, the trial judge, three months later, made various findings.

The judge found that Mr. Young had purchased real property, located at 13 Dogstreet Road in Keedysville, Maryland, from Harry and Lempi Wickline in 1988 by deed, to which a plat was attached, identified as Plat 2499. The judge explained that the parcel depicted on Plat 2499, which was approximately 10.36 acres, was comprised of three smaller parcels: Parcel 1, Parcel 2, and Parcel 3. The judge described Parcel 1 as approximately 10 acres, occupying the majority of Plat 2499, upon which Mr. Young's house and accessory buildings are located, with a driveway leading to Parcel 2. The judge described Parcel 2 as approximately 0.11 acres and serving as a roadway that connects Parcel 1 to Dogstreet Road, a public road. The judge described Parcel 3 as a 0.25-acre long piece of land, situated along the northwestern area of Mr. Young's property, lying east of and bordering land which was once a farm pasture, but is now a housing development consisting of twenty-one single family homes, a stormwater management area, and a forest conversation easement, known as Stonecrest.

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[9] All statutory references to the Courts and Judicial Proceedings Article are to Maryland Code (1973, 2013 Repl. Vol.).

In 2004, the General Assembly enacted the Maryland Anti-SLAPP statute to "protect individuals and groups, many with few assets, from defending costly legal challenges to their lawful exercise of such constitutionally protected rights as free speech, assembly, and the right to petition the government." Dep't Legislative Servs., *Fiscal and Policy Note, House Bill 930*, at 2 (2004 Session).

The judge further found that Uncle Eddie owns Parcel 414, which lies near Parcels 1, 2, and 3, but does not border such parcels, as it is separated by an abandoned railroad and a Stonecrest forest conservation easement.

The judge also found that Deena Holder owns two properties, Parcel 412 and 127, which similarly lie near Parcels 1, 2, and 3, but do not border such parcels, as they also are separated by the same railroad and forest conservation easement.

Findings of Justiciability

The judge made findings involving the justiciability of the asserted claims. The judge found that Mr. Young sought to quiet title to Parcels 2 and 3, as shown on Plat 2499, by deed and/or by adverse possession.

The judge also found that Uncle Eddie claimed an easement over Mr. Young's property, and over other neighboring properties, for the purpose of access between Uncle Eddie's parcel and Dogstreet Road and for purposes of the construction of underground utilities. The judge further found that Ms. Holder claimed the same easement over Mr. Young's property for the same purposes.

The judge then found that Mr. Holder claimed ownership by deed of either Parcel 3, a part of Parcel 3, or a separate area of land between Stonecrest and Parcel 3. The judge found that Mr. Holder also claimed that an easement existed over Mr. Young's land. Finally, the judge found that the Holders and Uncle Eddie contended that Mr. Young had not adversely possessed Parcel 3.

Findings Regarding Mr. Young's Record Ownership

The judge found that while Mr. Holder initially claimed ownership of Parcel 2, he had apparently abandoned the claim before trial.[10]

The judge found that Mr. Young's 1988 deed from his predecessors in title, the Wicklines, was "a valid deed of transfer of, at a minimum, Parcel 1 and Parcel 2, and it is properly recorded in the Land Records of Washington County." The judge also found that Mr. Young had purchased a quitclaim deed for Parcel 2 in 1993 from Jennifer Butts, owner of the property at the time upon which Stonecrest was built. As a result, the judge concluded that "[f]or clarity in this decision, this court finds that Plaintiff has established that he is the record title owner to Parcel 1 and Parcel 2."

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[10] On June 7, 2022, during a pre-trial conference held immediately before trial, Mr. Holder stated, "Parcel 2, Mr. Young has, I don't think there's any dispute that he's acquired or perfected his title to Parcel 2." During the second day of trial, Mr. Holder also denied any claim of ownership to Parcel 1 or 2:

> The Court: So, you are Justin Holder. You are a Defendant in this action.
>
> Mr. Holder: Yes.
>
> The Court: As we already talked about today, you are not making claim of ownership of Parcel 1.
>
> Mr. Holder: Correct.
>
> The Court: You are not making ownership, claim of ownership of Parcel 2?
>
> Mr. Holder: Correct.

The judge then found that the description of the land in Mr. Young's 1988 deed did not delineate the property as Parcels 1, 2, and 3. The judge noted, however, that the property was described as the entire perimeter of the property reflected on Plat 2499. The judge further explained that in the "BEING" clause of the 1988 deed, the lands were described as "all of Parcels 1, 2, and 3 of the lands conveyed by Roy G. Reeder and Mae H. Reeder, his wife, to Harry E. Wickline and Lempi L. Wickline by deed…and described on a plat entitled 'Property Line Survey for Harry Wickline[.]'" The judge noted that the Wickline's 1966 deed from their predecessors in title, Roy and Mae Reeder, described the three parcels separately. The judge found that the 1988 and 1966 deeds, at a minimum, gave Mr. Young "color of title"[11] to Parcel 3.

The judge, then, evaluated the deeds and plats for the neighboring Stonecrest property. The judge found that since 1996 until the present, each deed and plat that conveyed Stonecrest indicated that its eastern boundary directly abutted the western edge

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[11] "Color of title" means "that which in appearance is title, but which in reality is not good and sufficient title." *Gore v. Hall*, 206 Md. 485, 490 (1955). A deed will "give color" only if it is "*prima facie* good in appearance as to be consistent with the idea of good faith on the part of the party entering under it." *Id.* at 490-91.

Mr. Young's land, which included Parcel 3.[12] Accordingly, the judge found that Mr. Young's 1988 deed and the Wickline's 1966 deed, in combination with the Stonecrest deeds, established Mr. Young's record ownership of Parcel 3:

> The deeds and plats, taken together, indicate that Plaintiff is the record owner of Parcel 3 by deed with the western boundary of Parcel 3 shown on Plat 2499 abutting and bordering the eastern boundary of Stonecrest shown on Plats 8292-93, as said plats are recorded in the Land Records of Washington County, Maryland.

Findings Regarding Mr. Young's Adverse Possession of Parcel 3

The judge also found, in the alternative, that Mr. Young adversely possessed Parcel 3, after he had purchased and moved to the property in 1988, when he lived in a camper on Parcel 1, while renovating his home and used Parcel 2 to enter and leave the property daily. The judge explained that when Mr. Young bought the property, Parcel 3 was overgrown and unkept, covered with trees, thick brush, and debris. The judge found that Mr. Young had maintained Parcel 3 by cutting trees and mowing, but after 5 years, Mr. Young let the area "return to its natural state" and grow naturally, which resulted in mature trees and thick brush covering the area again.

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[12] The trial judge made the following findings as to the Stonecrest deeds and plats:

> The farm pasture that became Stonecrest was conveyed from Jennifer Butts to Thomas Davis by deed in 1996. The deed indicates that the eastern boundary of the farm pasture follows the western edge of Plaintiff's property. In 2003, Davis conveyed the same property to Stonecrest Development LLC, again stating that the eastern boundary of the farm pasture follows the western edge of Plaintiff's property. Stonecrest was subdivided in 2005 by Plats 8292-93 which show the eastern boundary of the farm pasture (soon to be houses) abutting the western edge of Plaintiff's property. Specifically, Plat 8293 shows eastern boundaries of Stonecrest Lots 10-13 and part of Lot 14 as abutting the "Wire Fence Remains" with all property southeast of the "Wire Fence Remains" belonging to Plaintiff Young. On re-plat of the subdivision in 2016, Plat 10650 shows the same metes and bounds description of the boundary between Parcel 3 and Stonecrest as is shown on Plat 8293. All deeds to the individual lots within Stonecrest refer to Plats 8292-93 and 10649-50 to establish the boundaries of the Stonecrest properties.

The judge found that while Mr. Young did not maintain Parcel 3 as he once had, Mr. Young, nevertheless, regularly managed and used Parcel 3 for over 30 years, as he maintained "No Trespassing" signs, ejected trespassers, cleared trash and debris, hunted, and gardened within the parcel. The judge also found that Mr. Young refinanced the entire property in 1999, that he had paid taxes as the owner of Parcel 3 since its purchase, and that the local tax map reflected Mr. Young as the owner of the land abutting Stonecrest's edge. The judge found, as a result, that Mr. Young had adversely possessed Parcel 3:

> [Mr. Young] and his stepson have used Parcel 3 regularly in the same way that they use other undeveloped portions of the larger property. He has treated and used Parcel 3 as his own property, openly and against the world. He has not hidden. He has exercised dominion of the whole of Parcel 3 since 1988 as an owner would, with overt and objective action.

The judge determined that Mr. Young was operating under a color of title of Parcel 3 pursuant to his 1988 deed and satisfied his ownership, as well as that "Mr. Young has behaved for the last 34 years as the owner of Parcel 3 and has been recognized by others as the owner of Parcel 3."

Mr. Holder's Claim to Parcel 3

The judge found, from an exhaustive review of Mr. Holder's quitclaim deeds dated August of 2020, immediately prior to the suit, and other deeds dated November of 2020 and June of 2021, during the pendency of the suit, that Mr. Holder did not have valid record title to Parcel 3. The judge reviewed Mr. Holder's quitclaim deeds from Stonecrest Development, LLC in 2020, and Jennifer Butts in 2020 and 2021:

> The first quitclaim deed is dated August 10, 2020, wherein Stonecrest Development, LLC quitclaims certain "remaining lands" to Justin Holder for $500. The "remaining lands" are described in survey attached to the deed from Fox & Associates, which describes the land as 8,296 square feet or 0.19 acres. The second quitclaim deed is dated November 3, 2020 and uses the same language to quitclaim the "remaining lands" from Jennifer D. Butts to Justin Holder for $500. Again, the "remaining lands" are described by the Fox & Associates survey as 8,296 square feet or 0.19 acres. The third quitclaim deed dated June 22, 2021 quitclaims the same land from Jennifer Butts to Justin Holder for $500.[13]

The judge relied upon Mr. Holder's own expert, George Nagel, who drafted the descriptions of the land in Mr. Holder's quitclaim deeds and who testified at trial. As to Mr. Holder's theory that his quitclaim deeds provided him ownership to land in between Stonecrest and Parcel 3, the judge found that Mr. Nagel testified that no such "Gap" of land existed, because Stonecrest directly bordered Mr. Young's land. Alternatively, as to Mr. Holder theory that the quitclaim deeds provided him with ownership of Parcel 3 itself, the judge found that Mr. Nagel testified that Parcel 3 could not have been transferred by Stonecrest Development, LLC or Ms. Butts (as predecessor to developer) to anyone, because they did not have any claim to Parcel 3, as it was not included in Stonecrest's deeds. As a result, the judge found that Mr. Holder's quitclaim deeds did not provide him with ownership of any "Gap" of land between Stonecrest and Parcel 3, nor any part of Parcel 3.

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[13] The judge noted that, "[t]he only remarkable differences between the 2020 Butts-Holder deed and the 2021 Butts-Holder deed is that the newer deed contains more detailed history of alleged roads and easements in the area, and the newer deed makes reference to ownership of part of railroad bed, said bed not being at issue in this case."

The judge also found that, even if Mr. Holder's quitclaim deeds purported to transfer him land from Stonecrest, such deeds violated the Keedysville Subdivision Ordinance, and therefore were void. The judge stated that,

> The Subdivision Ordinance provides, "[a]ll lands within the incorporated limits of the Town of Keedysville shall be subject to the provisions of this ordinance. No such land shall be subdivided and offered or negotiated for sale, sold, or ownership transferred except in accordance with the provisions of this ordinance." The regulation further defines subdivision as "the division of parcel of land into two or more lots for the purpose of transfer of ownership," excluding the "transfer or sale of land between owners of adjoining properties which does not involve the creation of any new buildable lots." A developer or subdivider is not permitted to transfer lots within subdivision unless final plat has been approved by the Planning Commission, showing all proposed lots, signed by the required parties, and filed with the Washington County Land Records.

The judge found that Stonecrest, which was subject to the Ordinance, subdivided its property in 2005 by Plats 8292 and 8293, and that such plats, as well as any subsequent amendments, did not show the "Gap" as having been subdivided from Stonecrest or any other property. Accordingly, the judge found that, "even if it were assumed that the Gap exists, which this court has determined it does not, any attempted quitclaims or conveyances by the Stonecrest developer or Ms. Butts in 2020 and 2021 to Mr. Holder did not comply with the Ordinance and they are, as such, invalid and void."

Findings Regarding the "Wagon Road" Easement Asserted by Uncle Eddie

The trial judge found that Uncle Eddie, the dominant estate, failed to establish that an easement existed for its benefit over Mr. Young's property, the servient estate.[14] The judge found that in 1872, Aaron Cost, who owned what is now Stonecrest, granted a "wagon road" easement to David Kreitzer, who owned the property subsequently deeded to Uncle Eddie and Deena Holder. Specifically, the judge found that Mr. Cost granted Mr. Kreitzer and his heirs a "wagon road" easement:

> … forever the use of a wagon road to and from said land being conveyed, commencing at a stone situated on the West margin of said Washington County Rail Road, at what said Cost called his Rail Road Crossing, and running thencer along the Western boundaries of said road, South 30 ¾ degrees East 14 perges to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until intersect[ing] the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakel's Mill.

The judge found, however, that the described easement suffered a "significant and original defect," because "the road leaving from said Jacob Keedy's house to the County Road," was over land not owned by Mr. Cost, but rather by Jacob Keedy, the predecessor in title of Mr. Young's land:

> As noted by Plaintiff's expert Mr. Joliet, the original grantor, Cost, could not have granted an easement over the third-party property because Cost did not own it. Therefore, the easement cannot (and never could) allow for ingress and egress from Defendants' properties to a public road. Because the Cost Deed never lawfully provided what it purported to provide for the benefit of

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[14] "When the easement is for the benefit of another property—for example, an easement to provide access to an adjacent property—the neighboring property is known as the dominant estate, while the property subject to the easement is known as the servient estate." *USA Cartage Leasing, LLC v. Baer*, 429 Md. 199, 208 (2012).

> the dominant estate—a way to access a road—it was defective from the start and remains wholly defective today.

As a result, the "wagon road" easement was "an easement to nowhere":

> Using present-day plats, experts Mr. Joliet and Mr. Nagel both agree that the easement ran from [Deena Holder and Uncle Eddie's] properties, through the forest conservation easement of Stonecrest, across Lot 9 of Stonecrest, across Lot 10 of Stonecrest, and then into [Mr. Young's] Parcel 3. Both experts agree that the easement stopped within Parcel 3, at the back corner of Stonecrest Lot 14, and did not extend to any other lands, any road, or to Dogstreet Road. Thus, experts on both sides confirm that the Cost deed never lawfully provided a way to access a road. It was an easement to nowhere.

In response to Uncle Eddie's assertion, the judge, alternatively, found that the "wagon road" easement had been terminated by estoppel and/or by adverse possession. The judge found that the easement had been terminated by estoppel due to non-use of the easement for egress and ingress since 1988, as well as Mr. Young's reliance on such non-use by allowing Parcel 3 "to go back to nature," and the dominant estates' acquiescence to Mr. Young's use of the easement until May 2020, when Mr. Holder attempted to cut a path through Parcel 3. The judge also found that the other servient estates, Stonecrest and the Town of Keedysville, also relied on non-use of the easement, by "subdividing, approving, and constructing Stonecrest," which was laid on top of the easement. The judge found, as a result, that "the dominant estates allowed their 'rights to lie fallow and unused,' thus, 'manifested such an intention of abandoning the right' so as to be estopped from now claiming it." (quoting *United Fin. Corp. v. Royal Realty Corp.*, 172 Md. 138 (1937)).

The judge further found that the "wagon road" easement also had been terminated by adverse possession, because Mr. Young had demonstrated the required "incompatible or irreconcilable" use of the easement sufficient for termination by adverse possession. By permitting Parcel 3 to go back to nature with the growth of mature trees and thick brush, the judge found that Mr. Young's "maintenance of Parcel 3 was absolutely inconsistent with the use of the [easement] for ingress and egress, whether by car or on foot." The judge stated that Mr. Young's management of Parcel 3, including ejecting trespassers and maintaining "No Trespassing" signs, was "actionable by the dominant estates at all times," and yet the dominant estates did not exercise such rights for 32 years.

On the basis of his findings, the judge entered a declaratory judgment in Mr. Young's favor, which provided:

> **ORDERED**, the relief requested in Plaintiff Jeffrey Young's "Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief" is granted as indicated herein.
>
> **ORDERED**, Plaintiff Jeffrey Young is the owner of Parcel 1, Parcel 2, and Parcel 3 as shown on Plat 2499, one of the land records of Washington County, Maryland.
>
> **ORDERED**, no other person has any ownership interest or claim in Parcel l, Parcel 2, or Parcel 3.
>
> **ORDERED**, the western boundary of Parcel 3 as shown on Plat 2499 abuts and borders the eastern boundary of the Stonecrest development as shown on Plats 8292-93, as said plats are recorded in the Land Records of Washington County, Maryland. There is no additional strip of land or Gap between Parcel and the Stonecrest development.
>
> **ORDERED**, any deed purporting to transfer or quitclaim any part of Parcel l, Parcel 2, or Parcel 3 (as defined herein) to Justin Holder or to any other person is invalid and void.
>
> **ORDERED**, the "Wagon Road" easement created in 1872 by Aaron Cost and Malinda Cost, and recorded at W.McK.K. 6, folio 363 among the Land Records of Washington County, Maryland, is terminated in total across Plaintiffs lands and across the lands that comprise any part of the Stonecrest development and the appurtenant forest conservation area as shown on Plats 8292-93. However, nothing in this Order is to negatively affect the rights of Defendants Deena Holder (Tax Parcel 127 and Parcel 412) and Uncle Eddies Brokedown Palace, LLC (Tax Parcel 414) for ingress and egress to their

> properties from Antietam Drive in Keedysville, Maryland and the access lane thereto as shown on Plats 8292-93.
>
> **ORDERED**, Defendants Justin Holder, Deena Holder, Uncle Eddies Brokedown Palace, LLC, and any member or agent thereof, be and are hereby permanently enjoined from entering Plaintiff's land as described in the Opinion and this Order.

In a separate order, the judge also declared Mr. Holder's quitclaim deeds void:

> This matter came to the court for a three-day trial on the merits, beginning June 21, 2022. In an Opinion and Order issued this same date, this court determined that any deed purporting to transfer or quitclaim any part of Parcel 1, Parcel 2, or Parcel 3 (as defined therein) to Justin Holder or to any other person is invalid and void. Consistent with the Opinion and Order, it is this 6th day of September 2022, by the Circuit Court for Washington County, Maryland hereby:
>
> **ORDERED**, the following deeds are void and shall be indicated as void in the Land Records of Washington County, Maryland:
>
> 1. Liber 6370, folio 249, Stonecrest Development, LLC to Justin Holder dated August 10, 2020
>
> 2. Liber 6414, folio 219, Jennifer Butts Baker to Justin Holder dated November 3, 2020
>
> 3. Liber 6729, folio 365, Jennifer Butts Baker to Justin Holder dated June 22, 2021

Justin Holder and Uncle Eddie timely appealed.

STANDARD OF REVIEW

Appellate review of a judgment entered following a bench trial is governed by Maryland Rule 8-131(c), which provides:

> When an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.

The trial court's "factual finding is clearly erroneous if there is no competent and material evidence in the record to support it." *Hillsmere Shores Improvement Ass'n v. Singleton*, 182 Md. App. 667, 690 (2008) (internal citations omitted). "A court's decision to grant or deny declaratory relief is generally assessed under an 'abuse of discretion' standard." *Falls Road Cmty. Ass'n v. Baltimore Cnty.*, 437 Md. 115, 135 (2014). Legal conclusions, however, are reviewed *de novo*, without deference to the trial court. *Hoang v. Hewitt Ave. Assocs., LLC*, 177 Md. App. 562, 576 (2007).

DISCUSSION

Demand for Jury Trial

Mr. Holder argues that the trial judge erred by denying him his right to a trial by jury, while Mr. Young contends that Mr. Holder failed to timely file for a jury trial.

Article 5 of the Maryland Declaration of Rights provides, in pertinent part, "[t]hat the Inhabitants of Maryland are entitled to the Common Law of England, and the trial by Jury, according to the course of that Law[.]" It is well-established that,

> [t]he constitutional guarantee of a trial by jury extends only to the type of cases in which the right of a trial by jury existed at the time of the adoption of the constitution. In this State there is no right to a jury trial in a court of equity.

Impala Platinum Ltd. v. Impala Sales (U.S.A.), Inc., 283 Md. 296, 320 (1978) (internal citations omitted). "[T]he jury trial right in civil cases relates to 'issues of fact' in legal actions. It does not extend to issues of law, equitable issues, or matters which historically were resolved by the judge rather than by the jury." *Murphy v. Edmonds*, 325 Md. 342, 371 (1992). *See Maryland Dep't of Env't v. Underwood*, 368 Md. 160, 183 (2002) (explaining that courts consider how the causes were historically tried and the remedy sought by the plaintiff when determining whether a claim gives rise to a jury trial).

Maryland Rule 2-325 sets the time within which a trial by jury must be demanded or it will be waived:

> (a) **Demand.** Any party may elect a trial by jury of any issue triable of right by a jury by filing a demand therefor in writing either as a separate paper or separately titled at the conclusion of a pleading and immediately preceding any required certificate of service.
>
> (b) **Waiver.** The failure of a party to file the demand within 15 days after service of the last pleading filed by any party directed to the issue constitutes a waiver of trial by jury.

"Whether [Mr. Holder] was entitled to a jury trial pursuant to Maryland 2-325 is a legal question, and so we review the lower court's decision without deference." *Scarfield v. Muntjan*, 444 Md. 264, 270 (2015).

In the present case, Mr. Young filed a Complaint to quiet title by record and/or by adverse possession to Parcels 2 and 3, as well as a declaration that he was the sole owner of the property. On October 26, 2020, Mr. Holder timely filed an Answer, in which he asserted ownership of Mr. Young's land, denied Mr. Young's adverse possession of the disputed property, and included various defenses. Neither the Complaint nor the Answer filed by Mr. Holder included a jury demand. In July of 2021, however, Mr. Holder filed a separate jury demand, which Mr. Young moved to strike. The court struck the jury demand and ordered a "two-day bench trial."

Two months later after the denial of his jury demand, Mr. Holder, however, filed an Amended Answer, in which he demanded a jury trial as well as raised the same defenses as in his initial Answer, expanded on his claim to ownership of Parcels 2 and 3, as well as on his right to use any easements on the land, but added no new defenses. Several months later, Mr. Holder filed a Second Amended Answer, in which he included a jury demand, the same ten defenses he asserted in his first two Answers, even more explanation of his right to ownership of the land, as well as four additional defenses:

- Plaintiff's reliance on the title and/or rights of 3rd parties is *ultra vires* and/or barred by non-mutual defensive collateral estoppel.
- Plaintiff's claims of Laches asserted on behalf of parties who neglected to appear in Court and avail themselves of their rights is *ultra vires* and/or barred by *res judicata*.
- Plaintiff's claims in equity are barred by the Clean Hands Doctrine.
- Plaintiff's claims in law are barred by *in pari delicto*.

The court denied Mr. Holder's request for a jury trial, explaining that the "Complaint and Petition deal with questions that are only within the purview of a court and not within the purview of a jury."

The judge did not err in denying Mr. Holder's request for jury trial. Mr. Young's Complaint to quiet title and declaratory judgment was an action in equity. *See Porter v. Schaffer*, 126 Md. App. 237, 273, *cert. denied*, 355 Md. 613 (1999) ("Historically, quiet title was an equitable remedy[.]"). The only issue triable by a jury was Mr. Young's claim to ownership by adverse possession. *See Maryland Coal & Realty Co. v. Eckhart*, 25 Md. App. 605, 622, *cert. denied*, 275 Md. 753 (1975) ("[Whether title by adverse possession occurred] is obviously a question of law for the court, but whether facts exist is a question for the jury." (quoting *Town of New Windsor v. Stocksdale*, 95 Md. 196, 214 (1902))). Mr. Holder, however, failed to demand a jury trial within 15 days after he filed his Answer on

October 26, 2020, which addressed Mr. Young's claim of adverse possession, and therefore, waived his right to a jury trial under Maryland Rule 2-325. *See State, Dept. of Econ. & Cmty. Dev. v. Attman/Glazer P.B. Co.*, 323 Md. 592, 607 (1991) ("Although either party in the instant case might have been entitled to a jury trial on the legal issues generated in the State's original complaint seeking a declaratory judgment and AG's answer…both waived that right under Md. Rule 2-325(b).").

A party's previously waived demand for a jury, however, may be revived in an amended pleading, if such a pleading raises a "new substantive issue." *Luppino v. Gray*, 336 Md. 194, 198-99 (1994). *See Scarfield*, 444 Md. at 266 ("An exception to this waiver rule applies when a party files an amended complaint, asserting a new substantive issue and demanding a jury trial.").

In *Luppino*, Mr. Luppino sued Mr. and Mrs. Gray for fraud, intentional concealment, and negligent misrepresentation, and did not demand a jury trial. 336 Md. at 197. Mr. Luppino later attempted to revive his waiver by filing an amended complaint that asserted four new counts and included a jury demand. *Id.* The circuit court dismissed all but one of the new counts, intentional omission, and denied the Gray's motion to strike the jury demand. *Id.* at 197-98. On appeal, our Supreme Court (then the Court of Appeals of Maryland[15]) agreed with the intermediate court that the jury demand should have been struck, because the only surviving new count was "merely the restatement of a claim for

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[15] At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Appeals to the Supreme Court of Maryland.

(continued…)

fraud already set forth in two other counts of the complaint; it did not add a new substantive issue." *Id.* at 198.

In Mr. Holder's Amended Answer, he included a jury demand, but it was filed later than what was required to adequately demand a jury trial. The Amended Answer also did not raise any new substantive issue, however, so it could not revive the waived jury demand.

Although in Mr. Holder's Second Amended Answer, he also included a jury demand, as well as four additional defenses, he did not raise any "new substantive issues" for which he had entitlement to a jury trial. *Luppino*, 336 Md. at 198. *See also Scarfield*, 444 Md. at 275 ("The filing of a demand for jury trial pursuant to [Rule 2-325] does not entitle a party to a jury trial in cases where the right does not otherwise exist."). Accordingly, the judge did not err in denying Mr. Holder's repeated jury trial demands.

Motions to Dismiss

"Generally, the 'standard of review of the grant or denial of a motion to dismiss is whether the trial court was legally correct.'" *Blackstone v. Sharma*, 461 Md. 87, 110 (2018) (quoting *Davis v. Frostburg Facility Operations, LLC*, 457 Md. 275, 284 (2018)). Mr. Holder argues that the court erred by denying his motions to dismiss for failure to join necessary parties, as well as for failure to state an actual controversy, and for having denied

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(…continued)

The name change took effect on December 14, 2022. *See also* Md. Rule 1-101.1(a) ("From and after December 14, 2022, any reference in these Rules, or, in any proceedings before any court of the Maryland Judiciary, any reference in any statute, ordinance, or regulation applicable in Maryland to the Court of Appeals of Maryland shall be deemed to refer to the Supreme Court of Maryland….").

his claim that Mr. Young was attempting to intimidate him under the Maryland Anti-SLAPP statute.

Joinder of Necessary Parties

Mr. Holder argues that the court erred by declining to dismiss the case for failure to join necessary parties, because, he alleges, Stonecrest Lot Owners 9-14, as well as the Town of Keedysville and the State of Maryland were necessary parties.

The quiet title statute, Section 14-108 of the Real Property Article, provides:

> (a) Any person in actual peaceable possession of property, or, if the property is vacant and unoccupied, in constructive and peaceable possession of it, either under color of title or claim of right by reason of the person or the person's predecessor's adverse possession for the statutory period, when the person's title to the property is denied or disputed, or when any other person claims, of record or otherwise to own the property, or any part of it, or to hold any lien encumbrance on it, regardless of whether or not the hostile outstanding claim is being actively asserted, and if an action at law or proceeding in equity is not pending to enforce or test the validity of the title, lien, encumbrance, or other adverse claim, *the person may maintain a suit in accordance with Subtitle 6 of this title* in the circuit court for the county where the property or any part of the property is located to quiet or remove any cloud from the title, or determine any adverse claim.
>
> (b) The proceeding shall be deemed in rem or quasi in rem so long as the only relief sought is a decree that the plaintiff has absolute ownership and the right of disposition of the property, and an injunction against the assertion by the person named as the party defendant, of the person's claim by any action at law or otherwise. *Any person who appears of record, or claims to have a hostile outstanding right, shall be made a defendant in the proceedings.*

(emphasis added).

Accordingly, Section 14-108(b) of the Real Property Article requires that a person who claims to have an adverse claim or "a record owner of property that is subject to an action to quiet title is a necessary party and must be joined as a defendant to the action." *Estate of Zimmerman v. Blatter*, 458 Md. 698, 732 (2018). Notably, Section 14-108(a) instructs that a "person may maintain suit in accordance with Subtitle 6 of this title." Subtitle 6, Sections 14-601 to 14-621 of the Real Property Article, "set forth general procedures governing actions to quiet title and provide specific procedures by which a plaintiff may file an action to quiet title and join all necessary defendants, despite the existence of a defendant who is not known to the plaintiff." *Wilkinson v. Board of Cnty. Comm'rs*, 255 Md. App. 213, 260 (2022) (quoting *Zimmerman*, 458 Md. at 722).

Under Section 14-609 of the Real Property Article, "[i]f the name of a person required to be named as a defendant is not known to the plaintiff, the plaintiff shall state in the complaint that the name is unknown and shall name as parties all persons unknown in the manner provided under § 14-613 of this subtitle." Section 14-613 of the Real Property Article requires a plaintiff to include the following language when unknown defendants may exist: "all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to the plaintiff's title, or any cloud on the plaintiff's title to the property." In addition, under Section 14-615 of the Real Property Article, if the court finds that the plaintiff used "reasonable diligence" to identify any unknown defendants, "the court shall order service by publication in accordance with

Rule 2-122[16] of the Maryland Rules and the provisions of this subtitle."

The trial court did not err in declining to dismiss Mr. Young's Complaint. Mr. Young satisfied the requirements under the Real Property Article for joining necessary parties.

In his Complaint, Mr. Young averred that, "[t]he last title owner of Parcel 3, shown on the aforesaid Plat, is unknown." Mr. Young then included the following language in the caption page of his Complaint, under Justin and Deena Holder's name:

> AND ALL UNKNOWN PERSONS, HEIRS. DEVISEES, LEGATEES, ASSIGNS, CORPORATIONS OR OTHER ENTITIES OF WHATSOEVER NATURE OR KIND THAT AMY CLAIM ANY RIGHT, TITLE OR INTEREST IN THE REAL ESTATE DESCRIBED AS PARCELS 2 AND 3, WASHINGTON COUNTY PLAT NO. 2499 LOCATED ON DOGSTREET ROAD, KEEDYSVILLE, MARYLAND WASHINGTON COUNTY TAX MAP, GRID 19, PARCEL 180.

Mr. Young then explained that he had used "reasonable and good faith efforts" to locate any interested parties, as he examined the land, as well as the estate and tax records of the property, and interrogated neighbors of adjacent lands. Mr. Young further averred that he did not find any other interested parties and requested that the court pass an order "pursuant to the Maryland Rules of Procedure 2-122 providing that service of process upon the unknown defendants be accomplished," by publishing notice of the Complaint in a newspaper of general circulation in Washington County. The notice was then published for three weeks in a Washington County newspaper. Mr. Young complied with the requirements to join necessary parties, and only Uncle Eddie responded.[17]

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[16] Maryland Rule 2-122(a) provides:

> In an in rem or quasi in rem action when the plaintiff has shown by affidavit that the whereabouts of the defendant are unknown and that reasonable efforts have been made in good faith to locate the defendant, the court may order service by the mailing of a notice to the defendant's last known address and:
>
> (1) by the posting of the notice by the sheriff at the courthouse door or on a bulletin board within its immediate vicinity, or
> (2) by publishing the notice at least once a week in each of three successive weeks in one or more newspapers of general circulation published in the county in which the action is pending, or
> (3) in an action in which the rights relating to land including leasehold interests are involved, by the posting of the notice by a person authorized to serve process in accordance with Rule 2-123 (a) in a conspicuous place on the land.

The trial judge did not err in denying the motion to dismiss for failure to join necessary parties.

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[17] In addition, Section 14-616 of the Real Property Article provides, in pertinent part:

> (a) If the court orders service by publication, the plaintiff shall:
> (1) Post, not later than 10 days after the date the order is issued, a copy of the summons and complaint in a conspicuous place on the property that is the subject of the action; and
> (2) File proof that the summons has been served, posted, and published as required in the order.

In January of 2022, Mr. Young filed a "Motion to Waive Posting Requirement," in which he explained that he had inadvertently failed to post the summons and complaint on the property but urged the court to waive the requirement. He contended that no prejudice resulted from the lack of posting, because the defendants had "not[ed] a deposition of neighbors and landowners near the Plaintiff's property and no one has come forward as an interested party." The court granted Mr. Young's motion and required that he post the property. Mr. Young, subsequently, followed the court's order and filed proof that the summons and complaint had been posted.

The later posting has not been raised as an issue on appeal, and we shall not address it.

Actual Controversy in Declaratory Judgment

Mr. Holder also argues that the court erred by denying his motion to dismiss for failure to state a claim, because, he alleges, Mr. Young failed to identify an actual controversy in his Complaint.

Under Section 3-409(a) of the Courts and Judicial Proceedings Article:

> [A] court may grant declaratory judgment or decree in a civil case, if it will serve to terminate the uncertainty or controversy giving rise to the proceeding, and if:
>
> > (1) An actual controversy exists between contending parties;
> >
> > (2) Antagonistic claims are present between the parties involved which indicate imminent and inevitable litigation; or
> >
> > (3) A party asserts a legal relation, status, right, or privilege and this is challenged or denied by an adversary party, who also has or asserts a concrete interest in it.

In *State v. G & C Gulf, Inc.*, 442 Md. 716, 721 (2015), our Supreme Court iterated the standards to be applied to determine whether a "justiciable controversy" exists in a declaratory judgment action:

> In *Hamilton v. McAuliffe*, 277 Md. 336, 339-40 (1976), we summarized the [definition of what] a justiciable controversy [is]:
>
> > That the existence of a justiciable controversy is a prerequisite to the maintenance of a declaratory judgment in Maryland is well settled. A controversy is justiciable "when there are interested parties asserting adverse claims upon a state of facts which must have accrued wherein a legal decision is sought or demanded." It is thus clear that the declaratory judgment process is not available to decide purely theoretical questions or questions that may never arise, or questions which have become moot, or merely abstract questions. That the declaratory judgment process should not be used where a declaration would not serve a useful purpose or terminate a controversy is equally well settled.

(internal citations and quotations omitted).

In his Complaint, Mr. Young asserted "adverse claims upon a state of facts which [had] accrued":

> 8. There exists an actual controversy of a justiciable issue between Plaintiff and Defendants within the jurisdiction of the Court involving the rights of the parties and ownership of the Parcels.
>
> * * *
>
> 17. Over the last several months, Defendant Justin Holder has attempted to enter the aforesaid property to construct roadway over said property, thereby damaging and destroying mature trees and underbrush. Although his efforts have been thwarted by Plaintiff and Plaintiff's neighbors, his efforts have caused repeated altercations and confrontations, with both Plaintiff and the property owners abutting Plaintiff's property.
>
> l8. After Plaintiff denied Defendant Justin Holder access to Plaintiff's land, Defendant Justin Holder offered to purchase an easement over Plaintiff's land for Five Thousand and 00/100 ($5,000.00) Dollars. When that offer was rejected, Defendant Justin Holder embarked upon prolonged campaign of harassment, bringing or attempting to bring others including surveyors, heavy equipment, electricians, and well drillers upon Plaintiff's land, some of whom reported to Plaintiff that Defendant Justin Holder claimed to them to have purchased the property from a "developer".
>
> 19. Defendant Justin Holder's actions in trespassing upon Plaintiff's land have caused damage to Plaintiff's property and severe emotional aggravation to Plaintiff and Plaintiff's family.

The Complaint was sufficient to allege a justiciable controversy.

Maryland Anti-SLAPP Suit

Mr. Holder also moved for dismissal of the lawsuit based on his allegation that it was a tactic employed by Mr. Young to intimidate him to abandon a claim he had made against the Town of Keedysville to gain an access road to Uncle Eddie's and Ms. Holder's properties, based upon his invocation of the Maryland Anti-SLAPP statute, Section 5-807 of the Courts and Judicial Proceedings Article.

"A SLAPP suit is commonly defined as a lawsuit designed to shut down a person's right to participate in public discourse through a lawsuit that the plaintiff has filed not because he thinks he can win, but to intimidate or punish someone else." Nicole J. Ligon, *Solving SLAPP Slop*, 57 U. Rich. L. Rev. 459, 466 (2023) (citations omitted). To combat such suits, various states have enacted Anti-SLAPP statutes, which provide "procedural protections for citizens who find themselves on the receiving end of lawsuits intended to punish them for speaking out on public matters." *Id.* at 468.

The purpose of such statutes is "'to weed out and deter lawsuits brought for the improper purpose of harassing individuals who are exercising their protected right to freedom of speech.'" *MCB Woodberry Dev., LLC v. Council of Owners of Millrace Condo., Inc.*, 253 Md. App. 279, 296 (2021) (quoting *Fairfax v. CBS Corp.*, 2 F.4th 286, 296 (4th Cir. 2021)). "SLAPP suits 'are by definition meritless suits.'" *Id.* (quoting *Duracraft Corp. v. Holmes Prods. Corp.*, 691 N.E.2d 935, 940 (Mass. 1998)).

In 2004, the Maryland General Assembly enacted an Anti-SLAPP law to "protect individuals and groups, many with few assets, from defending costly legal challenges to their lawful exercise of such constitutionally protected rights as free speech, assembly, and the right to petition the government." Dep't Legislative Servs., *Fiscal and Policy Note, House Bill 930*, at 2 (2004 Session). Maryland's Anti-SLAPP statute, which is codified in Section 5-807 of the Courts and Judicial Proceedings Article, provides:

> (a) *"SLAPP suit" defined*. In this section, "SLAPP suit" means a strategic lawsuit against public participation.
>
> (b) *Nature*. A lawsuit is a SLAPP suit if it is:

> > (1) Brought in bad faith against a party who has communicated with a federal, State, or local government body or the public at large to report on, comment on, rule on, challenge, oppose, or in any other way exercise rights under the First Amendment of the U.S. Constitution or Article 10, Article 13, or Article 40 of the Maryland Declaration of Rights regarding any matter within the authority of a government body or any issue of public concern;
> >
> > (2) Materially related to the defendant's communication; and
> >
> > (3) Intended to inhibit or inhibits the exercise of rights under the First Amendment of the U.S. Constitution or Article 10, Article 13, or Article 40 of the Maryland Declaration of Rights.
>
> (c) *Scope of Immunity*. A defendant in a SLAPP suit is not civilly liable for communicating with a federal, State, or local government body or the public at large, if the defendant, without constitutional malice, reports on, comments on, rules on, challenges, opposes, or in any other way exercises rights under the First Amendment of the U.S. Constitution or Article 10, Article 13, or Article 40 of the Maryland Declaration of Rights regarding any matter within the authority of a government body or any issue of public concern.
>
> (d) *Remedies of defendant*. A defendant in an alleged SLAPP suit may move to:
>
> > (1) Dismiss the alleged SLAPP suit, in which case the court shall hold a hearing on the motion to dismiss as soon as practicable; or
> > (2) Stay all court proceedings until the matter about which the defendant communicated to the government body or the public at large is resolved.
>
> (e) *Applicability*. This section:
>
> > (1) Is applicable to SLAPP suits notwithstanding any other law or rule; and
> > (2) Does not diminish any equitable or legal right or remedy otherwise available to a defendant in a SLAPP suit.

Pursuant to the statute, Mr. Holder filed a "Motion to Dismiss or in the Alternative Collateral Estoppel of Interested Parties," in which he argued:

> The Plaintiff has filed this lawsuit with knowledge that Defendant was actively pursuing redress under the 1st Amendment with the Public 'writ

> large. The Plaintiff has filed this action to harass and annoy Defendants for vexatious purposes, and the action cannot and will not do substantial justice.

Mr. Holder explained that he had sought redress from the Town of Keedysville "to survey and set out fences in the road which is part of this instant dispute." Mr. Holder claimed that Mr. Young filed his lawsuit "in bad faith." He then quoted the Anti-SLAPP statute's required elements under Subsection (b) and the remedies to an alleged SLAPP suit under Subsection (d).

The trial judge did not hold a hearing regarding whether to grant or dismiss Mr. Young's Complaint. Mr. Holder seeks to reverse and remand the case to the trial judge to grant the motion to dismiss.

When a hearing is required under a statute or a rule, and the hearing has not occurred, we have explored whether remanding for a hearing would serve any "practical purpose." In *Briscoe v. Mayor & City Council of Baltimore*, 100 Md. App. 124 (1994), the City had filed a motion to dismiss Mr. Briscoe's complaint and requested a hearing. The court granted the motion to dismiss without a hearing and did not state its reasons for doing so. *Id.* at 128. On appeal, Mr. Briscoe argued that a hearing was required under Maryland Rule 2-311(f),[18] because the City requested a hearing, and the motion was dispositive of Mr. Briscoe's claims. *Id*. at 127-28.

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[18] Maryland Rule 2-311(f) provides:

> A party desiring a hearing on a motion, other than a motion filed pursuant to Rule 2-532, 2-533, or 2-534, shall request the hearing in the motion or response under the heading "Request for Hearing." The title of the motion or

(continued…)

On appeal, we held that the court erred by failing to hold the mandatory hearing under Maryland Rule 2-311. *Id.* at 128. Nevertheless, we explained that "no practical purpose would be served by remanding this matter for a hearing. Thus, we shall decide the merits on this appeal." *Id.* Because the motion only involved issues of law, and the trial court did not state its reasons for dismissing the suit, we evaluated the statute at issue and found that the court was legally correct in dismissing the complaint, as Mr. Briscoe's complaint did not meet the required statutory elements, and therefore, failed to state a cause of action upon which relief could be granted. *Id*. at 130-31.

In *MCB Woodberry Developer, LLC v. Council of Owners of Millrace Condominium, Inc*., 253 Md. App. 279 (2021), we also determined that the Maryland Anti-SLAPP statute required a legal, rather than evidentiary, hearing. In the case, residents of a community filed a motion to dismiss a developer's (MCB) complaint against them in accordance with Maryland Anti-SLAPP statute. *Id.* at 294. The court dismissed MCB's complaint on the face of the pleadings, after holding a hearing. *Id.* at 295.

On appeal, MCB argued that, "the circuit court should not have determined the element of 'bad faith' on a motion to dismiss because it is a factual question that… could

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(…continued)

> response shall state that a hearing is requested. Except when a rule expressly provides for a hearing, the court shall determine in each case whether a hearing will be held, *but the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested as provided in this section.*

(emphasis added).

not be decided on a preliminary motion." *Id.* at 298-99. We disagreed, explaining that the Anti-SLAPP statute does not require an evidentiary hearing, but rather a legal hearing on the pleadings. *Id.* ("If the determination of bad faith necessitated always an evidentiary proceeding, subsection (d) would be rendered nugatory because a defendant could never satisfy the threshold criteria of the statute and obtain dismissal."). We held that "there are cases in which the allegations of the pleadings, exhibits incorporated therein, and other matters capable of being noticed judicially, supply evidence from which bad faith may be discernable as a matter of law." *Id.* at 307-08. Accordingly, from the face of the pleadings, the court dismissed the original suit, determining that the residents' motion to dismiss was sufficient to invoke the Anti-SLAPP statute.

In the present case, while the court may have erred by denying the motion to dismiss without holding a hearing, we find that "no practical purpose would be served by remanding this matter for a hearing," *Briscoe*, 100 Md. App. at 128, because Mr. Holder's motion to dismiss was facially *insufficient* to invoke the Anti-SLAPP law.

Mr. Holder facially failed to demonstrate that he was entitled to pursue an Anti-SLAPP lawsuit, as he failed to satisfy the required elements. There were no bases alleged regarding Mr. Young's bad faith; any relationship between the suit and Mr. Holder's statements; or how Mr. Young intended to inhibit Mr. Holder's further communication with local government, as required under Section 5-807 of the Courts and Judicial Proceedings Article. As a result, the judge did not err.

Denial of Bill *Quia Timet*

Mr. Holder filed a "Bill *Quia Timet*" that requested a declaration be made that the "stone" referenced as the starting point to describe Mr. Young's land in his predecessor's 1966 deed, was the same "stone" used as the starting point to describe Mr. Holder's land in his quitclaim deeds. Mr. Holder alleged that such a declaration would allow the court to determine the boundary line between Stonecrest and Mr. Young's property. The court ultimately denied the bill and the request for reconsideration.

"*Quia timet*" is Latin for "because he fears" and is defined as "[a] legal doctrine that allows a person to seek equitable relief from future probable harm to a specific right or interest." *Quia Timet*, Black's Law Dictionary (11th ed. 2019). In 1891, our Supreme Court explained that a "bill *quia timet*" was used to "remove a cloud upon the title of real estate," in order "to prevent future litigation by removing existing causes of controversy as to title." *Livingstone v. Hall*, 73 Md. 386 (1891). Actions to quiet title, under a bill of peace, however, were used to determine who held title to the property, in order to "put an end to vexatious litigation respecting the property." *Id.*

In 1955, the bill *quia timet* was apparently subsumed in the quiet title statute, enacted as Article 16 Section 131A of the 1951 Maryland Code, which provided:

> 131A. Any person in actual peaceable possession of lands in the State of Maryland or, in the event said lands be vacant and unoccupied, in constructive and peaceable possession thereof, either under color of title, or under claim of right by reason of his or his predecessor's adverse possession for the statutory period, may, when his title thereto, or any part thereof, is denied or disputed, or when any other person claims or is claimed, of record or otherwise, to own said lands, or any part thereof, or any interest therein, or to hold any lien or encumbrance thereon, whether such hostile outstanding claim is being actively asserted or not, and when no action at law or any

> proceeding in equity is pending to enforce or test the validity of such title, lien or encumbrance, or other adverse claim, maintain a suit in equity in the Circuit Court of the county in which said lands should lie therein, *to quiet, or remove any such cloud from said title, or determine any such adverse claims*[…]

1955 Maryland Laws, ch. 376 (emphasis added).[19]

The court did not err in denying Mr. Holder's Bill *Quia Timet*, essentially itself a quiet title action. Under Section 14-108(a) of the Real Property Article, an action to quiet title is only available when "an action at law or proceeding in equity is not pending to enforce or test the validity of the title, lien, encumbrance, or adverse claim." As Mr. Young's Complaint to quiet title was an action to enforce an adverse claim against the property at issue, Mr. Holder was not eligible to file another action to quiet title.

Mr. Holder, later, filed a "Counterclaim—Bill of Complaint *Quia Timet* for Declaratory Judgment of Law and Injunctive Relief in Equity," in which he requested the same declaration as in his "Bill *Quia Timet*," and to remove the cloud he alleged existed on the property. Mr. Holder's counterclaim was filed on November 18, 2021, over a year after he filed his initial answer. Mr. Young moved to strike the counterclaim, arguing that the acceptance of the counterclaim would prejudice him, because the court had already denied Mr. Holder's similar Bill *Quia Timet*, and "considerable discovery" had been conducted among the parties during the past year. The court granted Mr. Young's motion to strike the counterclaim but noted in its order that, "[t]his order does not limit the defenses that the defendant may utilize at trial."

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[19] Our caselaw supports the apparent encapsulation of the bill *quia timet* into the quiet title statute. *See Cherry v. Siegert*, 215 Md. 81, 85-87 (1957); *Wathen v. Brown*, 48 Md. App. 655, 657-58 (1981).

Maryland Rule 2-331(d) requires counterclaims to be filed within 30 days after the time for filing that party's answer, and if not, another party may move to strike the counterclaim within 15 days of service. In the instant case, waiting over a year to file a counterclaim substantially adversely affected the pursuit of the claims, considering the discovery that had already occurred. Further, Mr. Holder was able to present the bases for his *quia timet* allegations at trial. Accordingly, the court did not err in dismissing Mr. Holder's Bill *Quia Timet.*

Existence of Public Roads

Mr. Holder argues that the court erred in failing to determine whether a public road existed or should be opened over Parcel 2 and 3 in Keedysville, Maryland, because the judge explained that such a determination is a legislative, rather than a judicial, function.

Mr. Holder filed a pre-trial statement, in which he discussed the issue of public roads over Parcels 2 and 3:

> During the time period between 1988 and 2001 Defendant Justin Holder regularly crossed over "parcel 3" on a Trek Mountain Bike and a 1995 Honda CR25 motocross bike, sometimes throwing rocks at Plaintiff in his square body Chevrolet Truck with utility bed ("Roosting") on the way to what is now Rockingham Development in Keedysville where many members of the Public road bicycles and ATVs.
>
> * * *
>
> The Public Road that burdens "parcel 2" as shown in the Town of Keedysville 1974 comprehensive plan as a local road was also depicted on the 1872 Atlas of the Town of Keedysville as a Public Road.
>
> "Parcel 2" has been in use as a Public road for over 100 years which is demonstrated by multiple maps, documents and land records.

Thereafter, Mr. Holder wrote a letter to the court, in which he summarized the issues for trial, one of which involved "clouds on the title of subject properties":

> 4. Outstanding Claims and clouds on the title of subject properties, not named but apparent from inspection of the Property and Public Record, including claims by the Local Government in which Defendants have requested redress. (Interlocutory Appeal pending).

At the pre-trial conference, the trial judge acknowledged the letter and issues Mr. Holder raised, including "number four, whether there are claims or clouds that are out there regarding public roads on [Parcels 2 or 3]."

The judge specifically explained that the existence of public roads was a "legislative function" and that evidence of road usage was not going to be presented in the case:

> Let's go to number 4. And I sort of rename it or redescribe it as whether there are roads, town roads, county roads, that affect parcel 2 or parcel 3 that may traverse over the Young property. Separate from a private easement, these are government held roads. To me, that is not relevant in the case that we are having two weeks from now. I will not hear evidence on public roads. And the reason is if there are roads owned by the county or the town, whether those roads are open for use, whether they should be re-opened, whether they still exist, is a legislative function of government. It is not right now a judicial function and therefore we will not be discussing roads.

In 1954, Article XI-E of the Maryland Constitution was ratified by Maryland voters in the general election. 1954 Maryland Laws, ch. 53. Article XI-E grants municipalities the power to enact their own local charters to identify its structures, powers, and procedures. The Town of Keedysville adopted in charter in 2003, which provides in part, "the town has control of all public ways in town except those that are under the jurisdiction of the State Highway Administration." Charter of the Town of Keedysville, Public Ways and Sidewalks, § 72 (2003), available at https://perma.cc/H7TR-QPL6.

Because Parcels 2 and 3 are in Keedysville, the Town is authorized to exert control over whether a road therein is open, closed, or exists. Accordingly, the court did not err.

Trial Time

During the pre-trial conference, the trial judge announced that he had added a third trial day to assure "that each party had sufficient time to get into evidence what they wanted to get into evidence." The attendant schedule included one hour for openings and closings, and 16 hours for the parties to present their case, which when split evenly, resulted in each side receiving 8 hours to present evidence. Mr. Holder alleges that the trial judge erred in allotting the defendants only the 8 hours.

Judges have wide discretion in setting time limits for the course of trial. *See City of Bowie v. MIE Props., Inc.*, 398 Md. 657, 684 (2007) ("As a general proposition, '[t]rial judges have the widest discretion in the conduct of trials, and the exercise of that discretion should not be disturbed on appeal in the absence of clear abuse.'" (quoting *Tierco Md., Inc. v. Williams*, 381 Md. 378, 426 (2004))). The judge in the instant case did not abuse his discretion in allotting 8 hours to each side to present evidence and nothing has been adduced to show such an abuse. Accordingly, we find no error.

Christine Morral's Protective Order and Mr. Holder's Motion to Compel

Christine Morral, a non-party in the instant case, was served on July 28, 2021, with a subpoena duces tecum to appear at a deposition on September 13, 2021, at which time she was also to produce various documents, identified in an attached schedule.

On September 2, 2021, Ms. Morral, represented by an attorney, filed a Motion for Protective Order, in which she urged the court to quash the subpoena duces tecum and the deposition notice, because her attorney had been unsuccessful in resolving the issues with Mr. Holder. Ms. Morral argued that the documents requested in the subpoena were duplicative of the extensive discovery Mr. Holder had requested in a separate action he had brought against her for defamation. In the motion, Ms. Morral compared Mr. Holder's document requests in the instant case to the document requests responded to in the defamation action to reflect their duplication. She also alleged that a protective order was necessary to seek "protection from a deposition that was more geared towards annoyance, embarrassment, oppression, and placing an undue burden or expense on her than for legitimate discovery purposes."

Although her motion sought to cancel the deposition and the document production, Ms. Morral did appear with substitute counsel on September 13, 2021 to be deposed by Mr. Holder, because apparently she was afraid that Mr. Holder "would issue a body attachment for Ms. Morral if she did not appear." Subsequent to the deposition, the court found "good cause" to grant Ms. Morral's protective order to quash the subpoena duces tecum and deposition notice, on September 28, 2021.

Mr. Holder, thereafter, filed a motion to compel answers to ten questions that Ms. Morral did not answer in her deposition, as well as "documents that were not produced in any other matter." In response, Ms. Morral again asserted that such questions were relevant only to the separate defamation lawsuit and that the court's protective order had not been vacated. On January 27, 2022, the court denied the motion to compel, "noting that this Court granted a Motion for Protective Order and quashed the deposition subpoena by court order dated September 28, 2021, noting that such protective order has not been vacated, and determining that no sufficient cause had been indicated to vacate the protective order."

Mr. Holder, then, filed a motion to vacate the protective order, arguing that Ms. Morral had not demonstrated "good cause" in her motion. On March 3, 2022, the court denied the motion, as it found "no sufficient cause to vacate."

We note that the deposition of Ms. Morral did happen, and therefore, the motion for protective order, relative to the deposition, was essentially moot. Insofar as Mr. Holder continued to seek answers to questions that Ms. Morral did not answer, as well as seek documents that were not produced, we determined that the trial judge did not err in granting the protective order.

A protective order may be granted to protect a person "from annoyance, embarrassment, oppression, or undue burden or expense" of discovery. Maryland Rule 2-403. We review the grant of a protective order under an abuse of discretion standard. *Tanis v. Crocker*, 110 Md. App. 559, 573 (1996). *See Forensic Advisors, Inc. v. Matrixx Initiatives, Inc.*, 170 Md. App. 520, 530 n.6 (2006) ("This Court applies the abuse of discretion standard when reviewing the circuit court's ruling on a motion to quash a subpoena filed by a non-party witness."). The trial judge did not abuse his discretion, because we agree, based upon our review of the record, that the requested documents were duplicative of earlier responded to discovery in a separate action for defamation, and the ten questions posited were not relevant to Ms. Morral's involvement in the present case.

Trial Court's Inclusion of Parcel 1 in its Ruling

Mr. Holder argues that the trial judge erred in granting relief as to Parcel 1, because Parcel 1 was not the subject of the Complaint. During oral arguments before us, Mr. Holder's attorney requested that we remand the instant case to the trial court to quiet title as to Parcel 1. We decline to do so, although we will remand the declaratory judgment to the trial court to remove the reference to Parcel 1.

"This Court, on numerous occasions, has reiterated that 'whether a declaratory judgment action is decided for or against the plaintiff, there should be a declaration in the judgment or decree defining the rights of the parties under the issues made.'" *Bowen v. City of Annapolis*, 402 Md. 587, 608 (2007) (quoting *Case v. Comptroller*, 219 Md. 282, 288 (1959)). "The failure to enter a proper declaratory judgment is not a jurisdictional defect, however. This Court, in its discretion, 'may review the merits of the controversy and remand for entry of an appropriate declaratory judgment by the circuit court.'" *Lovell Land, Inc. v. State Highway Admin.*, 408 Md. 242, 256 (2009) (quoting *Bushey v. Northern Assurance Co.*, 362 Md. 626, 651 (2001)).

Mr. Young's Complaint sought to quiet title to Parcels 2 and 3 and requested a declaration that he was the sole owner of the two parcels. Parcel 1 was not a subject of the suit. In the Judge's Order, however, he granted relief not only to Parcels 2 and 3, but also as to Parcel 1, which was not appropriate because Parcel 1 was not a subject of the quiet title action.

Accordingly, we shall remand the declaratory judgment for the trial judge to remove any reference to Parcel 1.

Mr. Young as Record Owner of Parcel 3

Mr. Holder argues that the trial court erred by concluding that Mr. Young was the record owner of Parcel 3, because such land was described in Mr. Holder's alleged quitclaim deeds. The judge found that Mr. Holder's quitclaim deeds did not establish superior title to Parcel 3.

Mr. Holder argues that the court erred by declaring his three quitclaim deeds void, because the Keedysville Subdivision Ordinance did not apply to his deeds, and Mr. Holder was a bona fide purchaser.

The trial judge found that Mr. Holder's quitclaim deeds were void because they violated the express language of the Ordinance, which provides, "[n]o such land shall be subdivided and offered or negotiated for sale, sold, or ownership transferred except in accordance with the provisions of this ordinance." The judge found that Mr. Holder's quitclaim deeds purported to transfer ownership of Parcel 3 or a part of Parcel 3 from the Stonecrest subdivision to Mr. Holder but found that such land described in the quitclaim deeds was not included in Stonecrest's final approved plats, as required by the Ordinance.

"We construe local ordinances and charters under the same canons of statutory interpretation as we apply to statutes." *Cherry v. Mayor of Baltimore Cty.*, 475 Md. 565, 598 (2021). "The cardinal rule of statutory interpretation is to ascertain and effectuate the intent of the Legislature." *120 W. Fayette St., LLLP v. Mayor of Baltimore Cty.*, 413 Md. 309, 331 (2010). "The plain language of the local ordinance is the primary source of legislative intent." *Cherry*, 475 Md. at 598. We assign words in a local ordinance "their ordinary and natural meaning and avoid adding or deleting words to impose a meaning inconsistent with the plain language" of an ordinance. *120 W. Fayette St.,* 413 Md. at 331.

In *Stitzel v. State*, 195 Md. App. 443, 454 (2010), we explained that a transaction is void if violative of an ordinance. In the instant case, the transfers in the quitclaim deeds were violative of the Ordinance requirements, as noted by the trial judge. We find no error.

Alternatively, Mr. Holder argues that his deeds should not have been declared void, because he was a bona fide purchaser.

The judge found that Mr. Holder purchased three quitclaim deeds to Parcel 3 in August of 2020, after the controversy existed, and in November of 2020 and June of 2021, after the suit was filed.

To qualify as a bona fide purchaser, a person must (1) give value for the property, (2) in good faith, and (3) without notice or knowledge of any defects in title. *Washington Mut. Bank v. Homan*, 186 Md. App. 372, 394-95 (2009) ("It is a well-settled principle that one who purchases real property without notice of prior equities is protected as a *bona fide purchaser* for value.").

The trial judge found that Mr. Holder purchased the quitclaim deeds with knowledge of Mr. Young's claim to the land, and therefore, he did not err.

Adverse Possession

Mr. Holder argues that the court erred in determining that Mr. Young had adversely possessed Parcel 3.

To establish title by adverse possession, a claimant must show possession of the property for twenty years. Section 5-103 of the Courts and Judicial Proceedings Article.

"'Such possession must be actual, open, notorious, exclusive, hostile, under a claim of title or ownership, and continuous or uninterrupted.'" *White v. Pines Cmty. Improvement Ass'n*, 403 Md. 13, 36 (2008) (quoting *Costello v. Staubitz*, 300 Md. 60, 67 (1984)). The test for adverse possession is objective: "'the pertinent inquiry is whether the claimant has proved the elements 'based on the claimant's objective manifestation of adverse use, rather than on the claimant's subjective intent.'" *Hillsmere Shores Improvement Ass'n v. Singleton*, 182 Md. App. 667, 692 (2008) (quoting *Porter v. Schaffer*, 126 Md. App. 237, 276 (1999)). Every element must be shown to confer title. *Hungerford v. Hungerford*, 234 Md. 338, 340 (1964).

The trial judge found that Mr. Young had adversely possessed Parcel 3 for over 30 years; his findings were supported by the evidence. The trial judge did not err.

Mr. Young's Motion for Attorneys' Fees Against Deena and Justin Holder

Mr. Young moved to impose attorneys' fees to recover his expenses spent on responding to Ms. Holder's "Brief of Appellee," which was struck by this Court, and Mr. Holder's two interlocutory appeals, which were denied as premature.

Maryland Rule 1-341, which governs the imposition of attorneys' fees for bringing or defending an action, provides:

> In any civil action, if the court finds that the conduct of any party in maintaining or defending any proceeding was in bad faith or without substantial justification, the court, on motion by an adverse party, may require the offending party or the attorney advising the conduct or both of them to pay to the adverse party the costs of the proceeding and the reasonable expenses, including reasonable attorneys' fees, incurred by the adverse party in opposing it.

In determining whether to grant attorneys' fees under the Rule, the court engages in a two-step process. *Christian v. Maternal-Fetal Med. Assocs. of Maryland*, *LLC*, 459 Md. 1, 20-21 (2018). First, the court "must find that the conduct of a party during a proceeding, in defending or maintaining the action," was in bad faith or without substantial justification. *Id.* "Bad faith" exists under Maryland Rule 1-341, when a party litigates "vexatiously, for the purpose of harassment or unreasonable delay, or for other improper reasons." *Inlet Assocs. v. Harrison Inn Inlet, Inc.*, 324 Md. 254, 268 (1991). *See Christian*, 459 Md. at 20-21. The "bad faith" prong addresses instances of "intentional misconduct." *Talley v. Talley*, 317 Md. 428, 438 (1989). An order sanctioning a party for bad faith conduct "requires clear evidence that the action is…taken for other improper purposes amounting to bad faith." *Needle v. White, Mindel, Clarke & Hill*, 81 Md. App. 463, 473 (1990).

To constitute "substantial justification," a party's position "must be fairly debatable and within the realm of legitimate advocacy." *Garcia v. Foulger Pratt Dev., Inc.*, 155 Md. App. 634, 676 (2003). A claim lacks "substantial justification" if a party has no "reasonable basis for believing that a case will generate a factual issue for the fact-finder at trial." *Inlet Assocs.*, 324 Md. at 268. *See Christian*, 459 Md. at 23 ("[F]rivolous claims, or claims that 'indisputably ha[ve] no merit' lack substantial justification." (quoting *Blanton v. Equitable Bank, Nat'l Ass'n*, 61 Md. App. 158, 165-66 (1985))).

If such findings are made, the court must then use its discretion and "determine whether the wrongdoing actually warrants the imposition of sanctions." *Barnes v. Rosenthal Toyota, Inc.*, 126 Md. App. 97, 105 (1999). *See Garcia*, 155 Md. App. at 677 ("Indeed, a court has discretion to refuse sanctions, even if there is a finding of bad faith.").

If sanctions are warranted, "[a] party must demonstrate, by a preponderance of the evidence, that it has the right to the amount of attorney's fees sought." *Christian*, 459 Md. at 30. *See Frison v. Mathis*, 188 Md. App. 97, 106 (2009) ("[T]he attorney's fees recoverable are limited to those that reimburse the party for actual expenses incurred.").

Maryland Rule 1-341 "functions primarily as a deterrent against abusive litigation," *Christian*, 459 Md. at 19, and is "not punitive but is intended to merely compensate the aggrieved party for their reasonable costs and expenses[.]" *Beery v. Maryland Med. Lab'y, Inc.*, 89 Md. App. 81, 102 (1991). As such, an award of attorneys' fees under the Rule is an "extraordinary remedy, which should be exercised only in rare and exceptional cases." *Barnes*, 126 Md. App. at 105 (internal quotations omitted). *See Black v. Fox Hills N. Cmty. Ass'n*, 90 Md. App. 75, 84 (1992) ("The redress available under Rule 1-341 applies only when a suit is patently frivolous and devoid of any colorable claim. Rule 1-341 sanctions should be imposed only when there is a clear, serious abuse of judicial process.").

In *Blanton v. Equitable Bank, National Association*, 61 Md. App. 158 (1985), we recognized that an appellate court has the power to award attorneys' fees. We explained that Rule 1-341, as opposed to the former Rule 604(b), applies to all courts:

> [Maryland Rule 1-341] is contained in Title 1 of the Maryland Rules. Rule 1–101 provides that "Title 1 applies to procedure in all courts of this State, except the Orphans' Court...." Rule 1–202(i) instructs that "'Court' when used in Title 1 applies to any court of this State and means the court in which the action or proceeding is cognizable." Thus a general rule permitting the sanction of reasonable attorney's fees and costs "is applicable for the first time to ... the appellate courts." P. Niemeyer and L. Richards, *Maryland Rules Commentary* 40 (1984).

Id. at 161. *See Allnut v. Comptroller of the Treasury*, 77 Md. App. 424, 430 (1988), *cert. denied*, 315 Md. 307 (1989) ("Rule 1-341 applies to all courts.").

Mr. Young argues that he is entitled to attorneys' fees for responding to Ms. Holder's "Brief of Appellee," because she was clearly an "appellant" seeking reversal, and as such, was required to file a notice of appeal and an appellant's brief. In response, Ms. Holder explained that she was not requesting any relief adverse to Mr. Young, but rather requesting that the court find an easement by necessity, as the court had determined that her claimed easement was defective and/or terminated.

Clearly, Ms. Holder, having failed to note an appeal, was not entitled to file a brief, let alone one that was requesting a reversal of the judgment of the trial court, even though veiled, in a disingenuous way, as somehow an "affirmance." We agree with Mr. Young that he is entitled to attorneys' fees for Ms. Holder's filing an appellee brief without substantial justification and remand for the trial court to make the requisite findings regarding the amount of the fees payable by Ms. Holder to Mr. Young.

Mr. Young also argues that he is entitled to attorneys' fees for responding to Mr. Holder's two interlocutory appeals, which were ultimately denied as premature. Mr. Holder's first interlocutory appeal concerned the trial court's denial of his Bill *Quia Timet*, while his second concerned the trial court's failure to dismiss the alleged Anti-SLAPP suit. We deny Mr. Young's motion as to the two premature appeals, because the interlocutory appeals did not demonstrate clear evidence of bad faith or a lack of substantial justification.

Uncle Eddie's Assertions as to the "Wagon Road" Easement

Creation of Easement

The trial judge found that Uncle Eddie claimed that a "wagon road" easement allegedly existed over Parcel 3 to its benefit. The judge found that in 1872 Aaron Cost, who owned what is now Stonecrest, granted a "wagon road" easement to David Kreitzer, who owned the property subsequently deeded to Uncle Eddie:

> … forever the use of a wagon road to and from said land being conveyed, commencing at a stone situated on the West margin of said Washington County Rail Road, at what said Cost called his Rail Road Crossing, and running thencer along the Western boundaries of said road, South 30 ¾ degrees East 14 perges to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until intersect[ing] the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakel's Mill.

The judge ultimately found that the alleged "wagon road" easement, however, was defective, because it purported to grant an easement over the land of a third-party, Jacob Keedy, and therefore, it was "an easement to nowhere."

"[A]n easement is a 'nonpossessory interest in the real property of another.'" *USA Cartage Leasing, LLC v. Baer*, 429 Md. 199, 207 (2012) (quoting *Rogers v. P-M Hunter's Ridge, LLC*, 407 Md. 712, 729 (2009)). "When the easement is for the benefit of another property—for example, an easement to provide access to an adjacent property—the neighboring property is known as the dominant estate, while the property subject to the easement is known as the servient estate." *Id.* at 208.

An easement can be created by express grant in a deed and may be either general or specific. *Id.* An easement is general "when it is clear from the intentions of parties that an easement has been created, but without a precise location." *Id.* An easement is specific "when its location is easily discernable, such as from a metes and bounds description, plat map, or a call." *Id.*

We apply the basic principle of contract interpretation when construing the language of a deed. *Garfink v. Cloisters at Charles, Inc*., 392 Md. 374, 392 (2006). "In deeds granting easements, ambiguity only exists when the particular location point at issue cannot be determined, not in instances where the location point is clear from the language of the deed." *Weems v. Cnty. Comm'rs of Calvert Cnty.*, 397 Md. 606, 614 (2007). If an easement is specific, "we look no further than the plain meaning of the language in the deed used to describe the location and confine our analysis to the four corners of the instrument." *Rogers v. P-M Hunter's Ridge, LLC*, 407 Md. 712, 731-32 (2009).

Notably, an easement over property owned by another cannot be granted. *Buckler v. Davis Sand & Gravel Corp*., 221 Md. 532, 538 (1960) ("It is also certain that the easement cannot be extended by the owner of the dominant estate to accommodate land which he did not own when the easement was acquired."); *see also* 4 Powell on Real Property § 34.04 (2013 ed.) ("A conveyor cannot create an easement with respect to land that he or she does not own."); Jon W. Bruce & James W. Ely, *The Law of Easements and Licenses in Land* § 3.4 (2023 ed.) ("One cannot grant or reserve an easement over land one does not own.").

Uncle Eddie argues that the trial judge erred in finding the easement defective, because Mr. Cost intended to grant Mr. Kreitzer access to “a County road,” and therefore, the court should enforce the original intent of the easement by finding that the easement ended at a public road, and if not, take judicial discretion to find that the easement ended at a public road.

The trial judge recognized that the purpose of the “wagon road” easement was to provide Mr. Kreitzer’s land with access to a public road. However, based upon the plain language of the deed and agreement by both plaintiff and defense experts, the judge found that the terms of Mr. Cost’s deed granted Mr. Kreitzer an easement over the land of a third-party, Jacob Keedy, predecessor in title to Mr. Young’s land.

Easement by Prescription or Public Road by Prescription

Uncle Eddie also argues that Mr. Cost, predecessor in interest of the Stonecrest development, could grant an easement to Mr. Kreitzer, the predecessor in interest to Uncle Eddie, over Mr. Young’s land, formerly owned by Jacob Keedy, because, Uncle Eddie alleges that the “wagon road” language in his chain of title, referred to “the road leaving from said Jacob Keedy’s house to the County road,” and thus created an easement by prescription or a public road by prescription.

In Maryland, “in order to establish an easement by prescription, a person must make an adverse, exclusive, and uninterrupted use of another’s real property for twenty years.” *Banks v. Pusey*, 393 Md. 688, 699 (2006). “For a party’s use to be considered adverse, it must occur without license or permission.” *Jurgensen v. New Phoenix Atl. Condo. Council of Unit Owners*, 380 Md. 106, 123 (2004). “‘When a person has used a right of way openly, continuously, and without explanation for twenty years,' it is fair to presume adverse use." *Banks*, 393 Md. at 699 (quoting *Kirby v. Hook*, 347 Md. 380, 392 (1997)). "[T]he burden is on the party seeking the easement to establish the elements of prescriptive use." *Rupli v. S. Mountain Heritage Soc'y, Inc*., 202 Md. App. 673, 686-87 (2011).

There was no evidence adduced to satisfy the requirements of an easement by prescription.

Further, "[a] public road may be established by… long, uninterrupted use by the public as a road, for twenty years or more, 'which, though not strictly prescription, yet bears so closely an analogy to it that it is not inappropriate to apply to the right thus acquired the term prescriptive.'" *Wilkinson v. Board of Cnty. Comm'rs*, 255 Md. App. 213, 245-46 (2022) (quoting *Thomas v. Ford*, 63 Md. 346, 351-52 (1885)). "The use [of another's land by the public] must be adverse and hostile to the rights of the owner, and under color or claim of right to so use the land." *Easter v. Overlea Land Co.*, 129 Md. 627 (1917). *See Layman v. Gnegy*, 26 Md. App. 114, 117 (1975) (explaining that use of a road by owners of the property and visitors attending church who needed to cross the road was not a public use); *Garrett v. Gray*, 258 Md. 363, 378 (1970) (finding public use where "members of the public freely passed over [the road] without seeking permission of the owners through whose property the road passed, and it was a continued and uninterrupted use by persons other than the property owners whose property is traversed by the road.").

There was no evidence adduced to satisfy the requirements of a public road by prescription. Accordingly, the court did not err.

Termination of Easement

The trial judge found that, alternatively, the "wagon road" easement had been terminated by estoppel and/or by adverse possession. Uncle Eddie argues that the trial judge erred, because termination by estoppel is not recognized in Maryland, and there was insufficient evidence to find termination by adverse possession.

It is well established that an easement may be terminated by estoppel. *USA Cartage Leasing*, *LLC v. Baer*, 202 Md. App. 138, 197-98 (2011), *aff'd*, 429 Md. 199 (2012). In *USA Cartage Leasing*, we explained the difference between termination by abandonment and by estoppel:

> To the extent that the two doctrines differ, the distinction between ordinary abandonment and abandonment by estoppel rests on whose actions are at issue. Non-use is an essential, but by itself insufficient, ingredient for termination under either theory. For abandonment, there must also be a positive action on the part of the owner of the dominant estate. In the estoppel cases, the dominant owner's acquiescence to actions by the *servient* owner, performed in reliance on the dominant owner's non-use, is substituted for acts by the dominant owner.

202 Md. App. at 197-98 (internal citations omitted) (emphasis in original).

Termination by estoppel "consists of the creation of a reasonable belief that in the future the dominant owner intends not to make the use of the servient tenement authorized by the easement." *Id.* at 196. Further, there must be "conduct on the part of the servient owner in reliance upon the above-described appearances, under such circumstances that a continuance of the easement would be seriously harmful to the servient owner." *Id.* (quoting 4 Powell on Real Property § 34.22 (2013 ed.)). In other words, termination by estoppel requires non-use, reliance on non-use by the servient estate, and acquiescence by the dominant estate.

As termination by estoppel is recognized in Maryland, the judge found non-use of the easement for egress and ingress since 1988, reliance on such non-use by the servient estate as Mr. Young allowed Parcel 3 to return to nature, and acquiescence by the dominant estate of such use without objection, including acquiescence by Uncle Eddie and Ms. Holder. We find no error.

An easement may also be terminated by adverse possession. *Purnell v. Beard & Bone, LLC*, 203 Md. App. 495, 527 (2012); *USA Cartage Leasing*, 202 Md. App. at 200. *See also* 3 Herbert T. Tiffany, *The Law of Real Property* § 827 (3rd ed. 1939, 2004 Supp.) ("An easement may be extinguished by the user of the servient tenement in a manner adverse to the exercise of the easement for the period required to give title to land by adverse possession…."). To terminate an easement by adverse possession, the servient owner must not only satisfy the required elements of adverse possession (actual, open, notorious, exclusive, hostile, and continuous use for twenty years), but also establish that his use of the land was "incompatible or irreconcilable with the authorized right of use":

> The use of the land by the servient tenant must be one that is incompatible or irreconcilable with the authorized right of use.... Where the dominant owner abstains from use of the easement, the servient owner, in the exercise of the privilege to use his or her own land in any manner desired not interfering with the exercise of the easement, has an enlarged scope of privileged action. It is, therefore, under these circumstances more difficult for the servient owner to establish the adverse character of behavior. Unless the conduct is actionable by the dominant owner, it cannot result in a prescriptive extinguishment of the easement.

4 Powell on Real Property § 34.21 (2013 ed.).

As the trial judge had already established that Mr. Young met the elements to adversely possess Parcel 3, he further found that Mr. Young had demonstrated the required "incompatible or irreconcilable" use of the easement by permitting Parcel 3 to go back to nature, with the growth of mature trees and thick brush, which was "absolutely inconsistent with the use of [the easement] for ingress and egress, whether by car or on foot." We find no error.

CONCLUSION

In conclusion, we hold that the court did not err in declining Mr. Holder's jury trial demand, or his motions to dismiss for failure to join necessary parties, failure to state a claim for declaratory judgment, and for an alleged Anti-SLAPP suit. The court also did not err in denying Mr. Holder's Bill *Quia Timet* or evidence of public roads, nor did it abuse its discretion by limiting time at trial or by granting a protective order to a non-party witness. The court further did not err in finding Mr. Young's ownership of Parcel 2 and 3 by record and/or by adverse possession, and the court properly found Mr. Holder's quitclaim deeds void. Finally, the court did not err in finding the claimed easement defective at creation, or alternatively, terminated by estoppel and/or adverse possession.

We shall remand the case to the circuit court, however, to revise its declaratory judgment by removing any mention of Parcel 1, and to make the requisite findings as to attorneys' fees payable by Deena Holder to Jeffrey Young.

JUDGMENT OF THE CIRCUIT COURT FOR WASHINGTON COUNTY AFFIRMED IN PART AND VACATED IN PART. CASE REMANDED TO THE CIRCUIT COURT FOR WASHINGTON COUNTY FOR THE PURPOSE OF ENTERING A DECLARATORY JUDGMENT CONSISTENT WITH THIS OPINION RELATIVE TO PARCEL 1 AND DETERMINING THE AMOUNT OF ATTORNEYS' FEES PAYABLE BY DEENA HOLDER TO JEFFREY YOUNG RELATIVE TO THE FILING OF HER APPELLEE'S BRIEF. COSTS TO BE PAID BY APPELLANTS.

E-FILED; Washington Circuit Court
Docket: 6/14/2023 10:52 AM; Submission: 6/14/2023 10:52 AM
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IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *

Plaintiff

v. * Case No.: C-21-CV-20-371

JUSTIN HOLDER, *et al.*

Defendants *

OPINION

This matter came to the court for a three-day trial on the merits, beginning June 21, 2022. Present at the trial were Plaintiff Jeffrey Young with counsel, Defendant Deena Holder with counsel, Defendant Uncle Eddie's Brokedown Palace, LLC with counsel, and Defendant Justin Holder, *pro se*.

This court issued an Opinion and related Orders dated September 6, 2022. Following appeal and consistent the directive of the Appellate Court of Maryland on remand in consolidated cases CSA-REG-1145/1147-2022, this Court's Opinion is updated to remove conclusions about Plaintiff's Parcel 1 from its declaratory judgment.

PROCEDURAL HISTORY

On September 16, 2020, Plaintiff Jeffrey Young filed a "Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief" against Justin Holder, Deena Holder, and all other interested parties concerning certain lands in Keedysville, Washington County, Maryland.

Entered: Clerk, Circuit Court for
Washington County, MD
June 14, 2023

Justin Holder and Deena Holder each, individually, filed answers. In addition, Defendant Uncle Eddie's Brokedown Palace, LLC ("Uncle Eddie's") filed an answer.[1]

In his complaint, Plaintiff seeks relief in the form of a declaration that he is the owner of Parcel 2 and Parcel 3 as shown on Plat No. 2499, said lands being located near and around Dogstreet Road, Keedysville, Maryland.[2] Plaintiff also seeks a declaration that the Defendants, and any other persons, have no right or interest in Parcel 2 or Parcel 3. In addition, Plaintiff seeks an injunction prohibiting the Defendants, and any other persons, from entering Parcel 2 and Parcel 3. Plaintiff claims ownership of Parcel 2 and Parcel 3 by deed and by adverse possession.

In defense, Defendant Deena Holder claims an easement over Plaintiff Young's property, and over other neighboring properties, for purpose of access between her two parcels and Dogstreet Road and for purposes of the construction of underground utilities ("Wagon Road").

In defense, Defendant Uncle Eddie's also claims the Wagon Road easement over Plaintiff Young's property, and over other neighboring properties, for purpose of access between its one parcel and Dogstreet Road and for purposes of the construction of underground utilities.

In defense, Defendant Justin Holder claims ownership by deed of: (a) Parcel 3; (b) part of Parcel 3; or (c) a separate area of land abutting Parcel 3. Like the other defendants, Defendant Justin Holder also claims that the Wagon Road easement exists and that it burdens the Plaintiff's property.

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[1] Uncle Eddie's is registered as a New Mexico limited liability company created by Defendants Justin and Deena Holder. At the time of this trial, it was not registered to do business in the State of Maryland and its organization had not been completed to include any members. However, it is the title owner to certain lands near, but not abutting, Plaintiff's property.

[2] Land Records of Washington County, Maryland, Plat 2499. All references to Plats in this Opinion are from the Land Records of Washington County, Maryland.

All defendants claim that Plaintiff has not adversely possessed Parcel 3.

FACTS

A. Plaintiff's Purchase and Use of Parcels 1, 2, and 3.

On August 3, 1988, Plaintiff purchased real property generally located at 13 Dogstreet Road, Keedysville Maryland from Harry and Lempi Wickline.[3] When Plaintiff purchased the property, Plat 2499 accompanying his deed showed three parcels: Parcel 1, Parcel 2, and Parcel 3. Combined, the three parcels are approximately 10.36 acres of land.[4]

Parcel 1 is a ±10-acre tract of land improved with a home, accessory buildings, and a panhandle driveway extending towards, but not intersecting with, Dogstreet Road.

Parcel 2 is a ±0.11-acre tract of land improved by a driveway. Parcel 2 connects Parcel 1 to Dogstreet Road. Parcel 2 was also included in a deed to a neighboring property owned by Jennifer Butts. For this reason, Parcel 2 is identified on Plat 2499 as an "area of deed overlap." Plaintiff obtained a quitclaim deed from Jennifer Butts for Parcel 2 in 1993, making him the sole owner of Parcel 2 by record title.[5]

Parcel 3, as shown on Plat 2499, is an approximate 0.25-acre strip of land along the northwestern area of Plaintiff's property, east of and bordering on land that is now the Stonecrest housing development ("Stonecrest"). Plaintiff claims ownership of Parcel 3 through his 1988 deed and, if not by deed, then by adverse possession.

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[3] Land Records of Washington County, Maryland, Liber 885, folio 110. All references to Deeds in this Opinion are from the Land Records of Washington County, Maryland.
[4] *Id.*
[5] Liber 1108, folio 790.

When Plaintiff purchased the property in 1988, the entire property was overgrown and unkept. The home on Parcel 1 was severely dilapidated, as it had sat uninhabited for over a decade. Upon his purchase, Plaintiff moved to the property, lived in a camper, and spent several years improving the property by fully repairing and renovating the home, adding well and septic, replacing electric, replacing the roof, removing trash and debris, trimming trees, and mowing grass. He has been continuously living at the property since 1988.

At the time of Plaintiff's purchase, Parcel 3 was covered by mature trees, brush, trash, and other debris. A fence ran along the boundary between Parcel 3 and a neighboring farm pasture to the west, said field now being the Stonecrest development. Plaintiff cleared brush and trash on Parcel 3, trimmed trees, and began mowing. He testified that he found some evidence of an old walking path along Parcel 3 while maintaining it, but that the path was too narrow and overgrown for any kind of vehicular travel and it had never been paved. Plaintiff and his stepson testified that they have used Parcel 3 over the past 34 years for a variety of activities, including mushroom hunting, deer hunting, and gardening.

After seeing signs that trespassers had been on the property around 1988, Plaintiff began posting "No Trespassing" signs on the full perimeter of Parcels 1, 2 and 3. Since then, he has maintained 20 to 30 signs on the full perimeter, replacing and repairing them as needed.

After approximately five years of actively maintaining Parcel 3, Plaintiff decided to let the area "return to nature" and let it grow naturally. It returned to a state of being covered by mature trees and thick brush as it existed in 1988. Over the years he tried to mow a walking path for himself over some portions of Parcel 3, but it became too difficult over time, especially at the north end of the Parcel due to the heavy growth of vegetation. Although he does not now do as much to maintain the area as he did years ago, he still regularly checks on Parcel 3 to clear any trash and debris, he maintains the "No Trespassing" signs, and his stepson uses the elevated position for hunting.

Plaintiff has paid taxes as the owner of Parcel 3. He refinanced the whole property in 1999 without objection from the lender. Plaintiff has never given anyone permission to use Parcel 3 other than his immediate family.

B. Defendants' Properties.

Defendant Deena Holder owns two parcels (Tax Parcel 127 and Tax Parcel 412) near Parcels 1, 2, and 3, but her parcels do not abut Parcels 1, 2, or 3. Defendant Uncle Eddie's owns one parcel (Tax Parcel 414) near Parcels 1, 2, and 3, but the parcel does not abut Parcels 1, 2, or 3. Defendant Deena Holder's parcels and Uncle Eddie's parcel are generally separated from Parcels 1, 2, and 3 by property owned by the State of Maryland and the Stonecrest housing development. Defendants Deena Holder and Uncle Eddie's access their parcels through Antietam Drive and a 10-foot wide access lane from Antietam Drive, through the forest conservation area of Stonecrest, and across lands of the State of Maryland.[6]

Defendant Justin Holder purports to own one parcel abutting or overlapping Parcel 3 by deed(s). The parcel (the "Gap") is generally described as 8,296 square feet or 0.19 acres, situated somewhere between or within Parcel 3 and the Stonecrest subdivision.

C. The Stonecrest Subdivision.

Parcel 3 no longer borders a farm pasture to the west. The pasture, a ±9.44-acre parcel, was sold by Jennifer Butts to Thomas Davis in 1996.[7] Davis sold the parcel to Stonecrest

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[6] Various evidence in this case refers to Antietam *Drive* as Antietam *Street*. They are one and the same.

[7] Liber 1289, folio 415.

Development, LLC in 2003.[8] Subdivision approval was granted in 2005 with some initial construction beginning thereafter. Construction of houses began in earnest around 2016 and Stonecrest now consists of twenty-one homes, a stormwater management area, and a forest conservation area. While construction took place, construction trash and debris routinely blew onto Parcel 3, which Plaintiff regularly cleaned.

D. Plats and Tax Map.

The final plat of subdivision of Stonecrest, Plats 8292-93, identifies the western boundary of Plaintiff's land abutting the eastern edge of Lots 10-14 of Stonecrest. A replat of Stonecrest at Plats 10649-50 also identifies the western boundary of Plaintiff's land abutting the eastern edge of Lots 10-14 of Stonecrest.[9] Likewise, the local tax map identifies the western boundary of Plaintiff's land abutting the eastern edge of Lots 10-14 of Stonecrest.

E. The Wagon Road.

By an 1872 deed ("Cost Deed"), a predecessor in title of Plaintiff (Cost) granted an easement or license to a predecessor in title of Defendants Deena Holder and Uncle Eddie's (Kreitzer).[10] According to the Cost Deed, the purpose of the grant was to allow predecessors of Defendants Deena Holder and Uncle Eddie's (Kreitzer) to use a "wagon road" over the land of Plaintiff's predecessor (Cost), then across the land of a separate parcel owned by a third-party (Keedy), to get to a road. In short, Cost granted use of a wagon road to Kreitzer over the Cost property and over the neighboring Keedy property to get to a road between Keedysville and Martin Eakel's Mill.

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[8] Liber 2193, folio 587.

[9] Defendants took issue with Plats 10649-50 listing a different owner of Plaintiff's land, suggesting the error should cause the court concern as to the accuracy of the whole plat. The court does not share the Defendants' concern, as the same plat specifically references an easement over a small portion of Stonecrest Lot 1 "for the use of **Young** and their heirs and assigns." Any inaccuracy in Plats 10649-50 was a scrivener's error, nothing more.

[10] Land Records of Washington County, Maryland, W.McK.K. 6, folio 363.

Using the present-day plats, Plaintiff's expert Christopher Joliet, Esq. and Defendants' expert George Nagel both agree that the Wagon Road described in the Cost Deed ran from the Defendants' properties, through the forest conservation easement of Stonecrest, across Lot 9 of Stonecrest, across Lot 10 of Stonecrest, and then into Parcel 3 claimed by Plaintiff. Both experts agree that the Wagon Road stopped within Parcel 3, at the back corner of Stonecrest Lot 14, and did not extend to present-day Dogstreet Road because Cost did not have authority to extend the easement over the land of a third-party.

DISCUSSION

I. Parcel 2.

Early in this litigation, Defendant Justin Holder claimed that he had some ownership interest in Plaintiff's Parcel 2. Such claim was abandoned at or before trial. For clarity in this decision, this court finds that Plaintiff has established that he is the record title owner of Parcel 2. Plaintiff's 1988 deed is a valid deed of transfer of, at a minimum, Parcel 2, and it is properly recorded in the Land Records of Washington County. In addition, Plaintiff received a quitclaim deed from Jennifer Butts in 1993 concerning Parcel 2.[11] Any deed or attempted transfer of any portion of Parcel 2 by any person other than Plaintiff is invalid.

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[11] Liber 1108, folio 790.

II. Parcel 3.

Plaintiff claims ownership of Parcel 3 by deed and by adverse possession.

A. Plaintiff's Record Title.

As noted, Plaintiff purchased Parcels 1, 2, and 3 by deed from Harry and Lempi Wickline in 1988.[12] The 1988 description does not delineate the property as Parcels 1, 2, and 3. Instead it describes the entire perimeter of the property as shown on Plat 2499. In the "being clause," the land is described as "all of Parcels 1, 2, and 3" as owned by the Wicklines and their predecessors, the Reeders. The Reeder-Wickline deed of 1966 describes the three parcels individually.[13] Based on these documents, Plaintiff believes that he is the owner of the whole property, including Parcel 3. At a minimum, these documents give color of title to Parcel 3.

The farm pasture that became Stonecrest was conveyed from Jennifer Butts to Thomas Davis by deed in 1996.[14] The deed indicates that the eastern boundary of the farm pasture follows the western edge of Plaintiff's property. In 2003, Davis conveyed the same property to Stonecrest Development LLC, again stating that the eastern boundary of the farm pasture follows the western edge of Plaintiff's property.[15] Stonecrest was subdivided in 2005 by Plats 8292-93 which show the eastern boundary of the farm pasture (soon to be houses) abutting the western edge of Plaintiff's property. Specifically, Plat 8293 shows eastern boundaries of Stonecrest Lots 10-13 and part of Lot 14 as abutting the "Wire Fence Remains" with all property southeast of the "Wire Fence Remains" belonging to Plaintiff Young. On a re-plat of the subdivision in 2016, Plat 10650 shows the same metes and bounds description of the boundary between Parcel 3 and

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[12] Liber 885, folio 110.
[13] Liber 434, folio 776.
[14] Liber 1289, folio 415.
[15] Liber 2193, folio 587.

Stonecrest as is shown on Plat 8293.[16] All deeds to the individual lots within Stonecrest refer to Plats 8292-93 and 10649-50 to establish the boundaries of the Stonecrest properties.[17]

The deeds and plats are consistent that Stonecrest and Parcel 3 border each other directly. There is no gap between the properties or any question of ownership. The deeds and plats, taken together, indicate that Plaintiff is the record owner of Parcel 3 by deed with the western boundary of Parcel 3 shown on Plat 2499 abutting and bordering the eastern boundary of Stonecrest shown on Plats 8292-93, as said plats are recorded in the Land Records of Washington County, Maryland.

In defense, Mr. Holder contends that during the transfer of the farm pasture and the subdivision of the Stonecrest neighborhood, the then-owners inadvertently left a gap of land – the Gap – between or within Plaintiff's Parcel 3 and Stonecrest Lots 10-14. If such Gap exists, Mr. Holder believes he owns it. The Gap defense is discussed below with the other defenses.

B. Adverse Possession – The Law.

As an alternative theory of the case, Plaintiff claims to own Parcel 3 by adverse possession. Much of the evidence at trial concerned adverse possession.

To establish title by adverse possession, a claimant must show that the property has been in his or her possession for the statutory period and that such possession was actual, open, notorious, exclusive, hostile, and continuous or uninterrupted.[18] These elements are deeply related and intertwined, and as a result, the considerations relevant to one element are usually relevant to others. Adverse possession is a mixed question of law and fact. The claimant has the burden of proving that the elements of adverse possession have been met. If a defendant claims to have superior title, the defendant has the burden of proving such title.

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[16] The purpose of the re-plat in 2016 was to change a particular play lot to a building lot and to amend a stormwater management feature.

[17] *See e.g.:* Liber 5602, folio 404 and Liber 5720, folio 107 (deeds to the properties at 130 and 134 Stonecrest Circle, respectively, describing the boundaries of the land as shown on plats 8293 and 10650).

[18] *Yourik v. Mallonee*, 174 Md. App. 415, 422-23, cert. denied, 399 Md. 597 (2007).

Possession is a fact-intensive inquiry, meaning that the possessory acts necessary to establish actual possession of land are going to be different based on the character, location, and use of the land.[19] In order for a court to find actual possession, there must be some act or acts of ownership on the land itself.[20] However, where a claimant makes a claim to land under color of title, there is a lessened burden of proving actual possession or occupation of every square inch of the land.[21]

Similarly, open and notorious possession function to provide constructive notice to others of the possession through visible occupation or acts of ownership on the property.[22] Due to these similarities, the facts supporting actual possession are generally sufficient to demonstrate open and notorious possession.[23]

Exclusive possession means that the claimant is the only person exercising total control over the land.[24] Possession is exclusive if a claimant exercises the type of possession characteristic of an owner's use.[25] Mere physical entry by the true owner is not sufficient to interrupt the statutory period or exclusive nature of adverse possession; the true owner must clearly indicate a challenge to the occupation by the adverse possessor.[26] To constitute such a challenge, the entry must be open and under claim of right consistent with that of an owner; it cannot be accidental, causal, or secret.[27]

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[19] *Blickenstaff v. Bromley*, 243 Md. 164, 171-72 (1966).
[20] *Id.*, at 171.
[21] *Peters v. Stabuitz*, 64 Md. App. 639, 646 (1985).
[22] *Blickenstaff*, 243 Md. at 171.
[23] *Id.*, at 172-73, *citing Bishop v. Stackus*, 206 Md. 493 (1955).
[24] *Id.*, at 173 (citations omitted).
[25] *Id.*
[26] *Rosencrantz v. Shields, Inc.*, 28 Md. App. 379, 389-90 (1975).

Hostile possession is possession without license or permission of the record title holder.[28] That the possession may be due to inadvertence, ignorance, or mistake is not material.[29] The court need not find that the occupant specifically intended to oust the title holder at the time the occupancy began to establish hostile possession.[30] Hostile possession can also be satisfied by an assertion that the property was held under color of title, meaning that the adverse possessor has asserted ownership of the subject property based on a defective paper title.[31] Color of title is not a separate and distinct element of adverse possession, but rather one method by which a plaintiff may establish hostile possession.[32]

Finally, adverse possession requires continuous possession for the statutory period of twenty years, codified by state law.[33] The clock starts running when a claimant takes possession under a clalm of right, that is, when all the essential elements of adverse possession are present. The clock may stop running if the true owner enters the property to take repossession, openly and under claim of right.[34]

Adverse possession is based upon the possessor's objective intent, not his or her subjective intent, therefore the court must consider the elements of adverse possession with respect to the claimant's objective manifestation of adverse use.[35] Once title by adverse possession has been "perfected," meaning that all the elements of adverse possession have been satisfied for the requisite time period, ownership transfers to the adverse possessor. Once ownership is perfected, it can only be lost if the property is adversely possessed by another.

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[27] *Id.; Miceli v. Foley*, 83 Md. App. 541, 556 (1990)
[28] *Blickenstaff*, 243 Md. at 174; *Yourik* 174 Md. App. at 429.
[29] *Bishop*, 206 Md. at 499.
[30] *Yourik*, 174 Md. App. at 429.
[31] *Id.*, at 427.
[32] *Id.*, at 426-27, *citing Guaranty Title & Trust Corp v. U.S.*, 264 U.S. 200, 204-05 (1924).
[33] Md. Code, Courts and Judicial Proceedings §5-103.
[34] *Miceli* 83 Md. App. at 556.
[35] *Id.*, at 552-53.

C. Adverse Possession – Analysis.

Plaintiff asserts that he has met all the elements of adverse possession regarding Parcel 3. Plaintiff purchased and moved to the property in 1988. He lived in a camper on Parcel 1 while renovating the home. At a minimum, he used Parcel 1 and Parcel 2, as an owner would, on a daily basis.

Plaintiff credibly testified that he has been posting No Trespassing signs on the perimeter of the entire property, including Parcel 3, for over 30 years and has maintained Parcel 3 since 1988, using it solely for his family's enjoyment. After years of actual maintenance of Parcel 3, he decided to allow the land to return to its natural state. Even then, he continued to maintain Parcel 3 by mowing a walking path for himself and picking up trash and debris from the construction of Stonecrest. Ultimately, mowing became too difficult at the north end of Parcel 3 with the continued growth of trees and brush.

Plaintiff has ejected trespassers. His stepson has used the elevated position of Parcel 3 for hunting. He and his stepson have used Parcel 3 regularly in the same way that they use other undeveloped portions of the larger property. He has treated and used Parcel 3 as his own property, openly and against the world. He has not hidden. He has exercised dominion of the whole of Parcel 3 since 1988 as an owner would, with overt and objective action.

If there was ever a time that Plaintiff's ownership of Parcel 3 would have been tested, it would have been when Stonecrest was subdivided and built. However, there is no evidence that any developer, surveyor, builder, home purchaser, attorney, bank, insurer, settlement agent, or any government official or agency balked at Plaintiff's ownership up to the eastern edge of Stonecrest. Silence speaks volumes.

All of the facts and evidence received over three days of trial, taken together, are sufficient to satisfy the elements of actual, open, notorious, exclusive, hostile, continuous, and actual possession, as well as the time requirement for adverse possession since 1988. Plaintiff further satisfies the element of hostile possession through his possession under color of title. He believed that Parcel 3 was conveyed to him by the 1988 Wickline deed, said transfer including the land up to the eastern edge of the farmer's pasture. Plaintiff has behaved for the last 34 years as the owner of Parcel 3 and has been recognized by others as the owner of Parcel 3. The local tax map indicates Plaintiff Young as the owner of the land abutting the eastern boundary of Stonecrest. He has paid taxes as such. He refinanced the property in 1999 and his lender did not raise any concern as to his ownership of the entire property. Additionally, when creating and approving plat maps and deeds to the Stonecrest neighborhood, the developer and local government recognized Plaintiff's ownership of Parcel 3 to the eastern edge of the pasture/neighborhood.

D. The Defenses.

The only person who has ever challenged Plaintiff's ownership of any part of the property is Defendant Justin Holder. The challenge began in May 2020 when he entered Parcel 3 without permission and cut a significant path through Parcel 3 using a Bobcat and a chainsaw.

1. Trespassers.

Defendants contend that Plaintiff has not adversely possessed Parcel 3 because members of the public trespassed on the property in the years between 1988 and 2001. Such trespasses may have included children riding bikes, teenagers partying in the woods, or a hunter trying to put up a tree stand. However, the element of exclusive possession does not mean that another person may never be present on the property. Mere physical entry onto a property does not reset the clock on adverse possession. Teenagers hanging out in the woods does not stop Plaintiff's possession. More importantly, there is no evidence that a "true owner" or any agent or licensee thereof attempted to regain possession of Parcel 3 openly and under claim of right from 1988 to present.

Defendants also contend that a Stonecrest homeowner has been mowing and gardening a small portion of Parcel 3 during the past two years, suggesting that this activity interrupted Plaintiff's actual and exclusive possession. This argument is without merit. Plaintiff's ownership by adverse possession ripened and was perfected in 2008. Activity by a neighbor in 2020-2022, which might be contrary to Plaintiff's ownership, is irrelevant. Also, there was evidence that the Stonecrest neighbor's activity was done with Plaintiff's permission. Of course, Plaintiff's permission would nullify any negative effect the activity could have on Plaintiff's ownership.

2. Justin Holder's Deeds.

Mr. Holder alleges that he lawfully purchased Parcel 3 and/or part of Parcel 3 by deeds in 2020 and 2021 and, therefore, he has superior claim to Parcel 3. A full understanding of Mr. Holder's claim requires exploration.

a. Stonecrest, the Gap, and the Deeds

Mr. Holder contends that during the transfer of the farm pasture and the subdivision of the Stonecrest neighborhood, the then-owners left the Gap between the Stonecrest Lots 10-14 and Plaintiff's Parcel 3. Alternatively, Mr. Holder contends that the Gap and Parcel 3 on Plat 2499 are the same piece of land. Based on these theories, Mr. Holder sought out, and caused to be drafted, executed, and recorded, quitclaim deeds from Stonecrest Development LLC, and later from Jennifer Butts, calling this "found" property the "remaining lands." Because he claims to hold deeds that contravene Plaintiff's ownership, Mr. Holder believes he owns Parcel 3, part of Parcel 3, or the Gap.

The first quitclaim deed is dated August 10, 2020, wherein Stonecrest Development LLC quitclaims certain "remaining lands" to Justin Holder for $500.[36] The "remaining lands" are described in a survey attached to the deed from Fox & Associates, which describes the land as 8,296 square feet or 0.19 acres.[37]

The second quitclaim deed is dated November 3, 2020 and uses the same language to quitclaim the "remaining lands" from Jennifer D. Butts to Justin Holder for $500.[38] Again, the "remaining lands" are described by the Fox & Associates survey as 8,296 square feet or 0.19 acres.

The third quitclaim deed dated June 22, 2021 quitclaims the same land from Jennifer Butts to Justin Holder for $500.[39] The only remarkable differences between the 2020 Butts-Holder deed and the 2021 Butts-Holder deed is that the newer deed contains a more detailed history of alleged roads and easements in the area, and the newer deed makes a reference to ownership of part of a railroad bed, said bed not being at issue in this case.

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[36] Liber 6370, folio 249.

[37] *Id.*

[38] Liber 6414, folio 219.

[39] Liber 6729, folio 365.

b. Expert Testimony and the Gap.

During trial, Defendants called George Nagel, a local land surveyor with years of experience, as an expert. Mr. Nagel had drafted the descriptions the Mr. Holder used in the three quitclaim deeds noted above. Admittedly, this court fully expected Mr. Nagel to testify that the defense theory of the Gap was true and would show the court exactly where the Gap is. Unfortunately for the defense, Mr. Nagel's testimony did not do so.

Mr. Nagel testified, and drew a picture, indicating that there is no Gap as theorized by the defense. Mr. Nagel's testimony established that Plaintiff's Parcel 3 is exactly where Plat 2499 says it is, it abuts the Stonecrest development, and, if anything, it is bigger than Plat 2499 shows.

The court received a significant amount of evidence concerning Parcel 3 and its location relative to Stonecrest, including deeds, plats, expert testimony from Mr. Nagel and Mr. Joliet. Taking all the evidence together, there is one inescapable conclusion: there is no Gap. It does not exist. As such, any deed that Mr. Holder received that claims to quitclaim ownership, or transfer ownership, of the Gap are invalid and ineffective because the Gap does not exist.[40]

c. The Problem of Parcel 3 and the Remaining Lands.

As an alternative theory, Mr. Holder suggests that Parcel 3 on Plat 2499 and the "remaining lands" quitclaimed by Ms. Butts and the Stonecrest developer are the same piece of land and, because he has deeds, he is the rightful owner. Here again, though, the Defendants' expert did not help the cause. Mr. Nagel made clear that there was no 8,296 square feet or 0.19 acres of "escaped" land when the farm field was transferred to the Stonecrest developer (other than 15 square feet to the north and not within Parcel 1, Parcel 3, or Stonecrest). The deed conveying the farm field to the Stonecrest developer describes the property's eastern boundary as following along the lands of Plaintiff Young.[41] As such, neither the developer, nor Ms. Butts (as a predecessor to the developer), could have quitclaimed or transferred any portion of Parcel 3, whether as described by Plat 2499 or as described by Mr. Nagel in testimony, because they did not have any claim in Parcel 3 to be quitclaimed. Mr. Holder's alternative theory is without merit.

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[40] In this litigation, Mr. Holder has suggested that the three deeds "transferred" property to him. This court's review of the deeds leads to a conclusion that the deeds are not deeds of transfer; they are quitclaims only. Each is captioned "Quitclaim Deed." They contain no warranty and, as indicated *infra*, violate the Keedysville Subdivision Ordinance.

d. Timing of the Deeds.

In the context of adverse possession, a defendant who claims to have superior title by deed has the burden of proving such title. In assessing such claims, the court must consider whether adverse possession tolled before or after the defendant recorded its deed to the property. In the instant case, the three deeds were recorded at least 12 years after Plaintiff's adverse possession was perfected in 2008 (and 32 years after Plaintiff's deed from the Wicklines). Additionally, the two Butts-Holder deeds were recorded after Plaintiff had filed this lawsuit. Because the deeds were filed in 2020 and 2021, all three quitclaim deeds are invalid as against Plaintiff's ownership.

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[41] *Liber 2193, folio 587.*

e. The Keedysville Subdivision Ordinance.

Subdivision of real property within the municipal boundaries of Keedysville is governed by the Town's Subdivision Ordinance. All land at issue in this case is within the boundaries of the municipal corporation of Keedysville.[42]

The Subdivision Ordinance provides, "[a]ll lands within the incorporated limits of the Town of Keedysville shall be subject to the provisions of this ordinance. No such land shall be subdivided and offered or negotiated for sale, sold, or ownership transferred except in accordance with the provisions of this ordinance."[43] The regulation further defines subdivision as "the division of a parcel of land into two or more lots for the purpose of transfer of ownership," excluding the "transfer or sale of land between owners of adjoining properties which does not involve the creation of any new buildable lots."[44] A developer or subdivider is not permitted to transfer lots within a subdivision unless a final plat has been approved by the Planning Commission, showing all proposed lots, signed by the required parties, and filed with the Washington County Land Records.[45]

Stonecrest was subdivided in 2005 by Plats 8292-93. Such subdivision was subject to the Subdivision Ordinance. Plats 8292-93, and any subsequent amendments, do not show the Gap (or the escaped 15 square feet) as having been subdivided from the Stonecrest property or from any other property.[46] Therefore, even if it were assumed that the Gap exists, which this court has determined it does not, any attempted quitclaims or conveyances by the Stonecrest developer or Ms. Butts in 2020 and 2021 to Mr. Holder did not comply with the Keedysville Subdivision Ordinance and they are, as such, invalid and void.[47]

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[42] Although part of Parcel 1 may be the municipal boundary, this is not relevant because Parcel 1 is not in dispute.

[43] Subdivision Regulations, Town of Keedysville, May 2002, § 1.03.

[44] *Id.*, §4.02.

[45] *Id.*, §2.01

[46] Mr. Nagel testified that the 2020 and 2021 Butts-Holder deeds may have only involved an "escaped" **15 square feet** north of Parcel 3 that were seemingly not included in the 1996 Butts-Davis deed or the 2003 Davis-Stonecrest Development deed. He thought the "escaped" 15 square feet should have been part of the Stonecrest neighborhood through the Butts-Davis deed and the Davis-Stonecrest deed. At trial, Plaintiff did not claim ownership of the "escaped" 15 square feet and ownership is not before the court for decision.

E. Conclusion.

For the foregoing reasons, this Court finds that Plaintiff Jeffrey Young is the record owner of Parcel 2 and Parcel 3 as indicated on Plat 2499, one of the land records of Washington County, Maryland. Said ownership is by recorded deed. Even if the recorded deed were somehow defective, Plaintiff has adversely possessed Parcel 3, perfecting ownership in 2008. No other person has any ownership interest in Parcel 2 or Parcel 3. The western boundary of Parcel 3 as indicated on Plat 2499 abuts and borders the eastern boundary of the Stonecrest development as shown on Plats 8292-93. There is no additional strip of land or Gap between Parcel 3 and the Stonecrest development. Any deed purporting to transfer or quitclaim any part of Parcel 2 or Parcel 3 (as defined herein and as shown on Plat 2499 and Plats 8292-93) to Justin Holder is invalid and void.

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[47] As noted in *Stitzel v. St. of Md.*, 195 Md. App. 443, 454 (2010) *cert. denied*, 418 Md. 192 (2011), where an ordinance provides that a transaction is unenforceable if it violates the ordinance, then the transaction is void. Where an ordinance does not call for unenforceability, the court should balance the interests of the parties in maintaining the transaction versus the public policy interests in voiding the transaction. Here, the Keedysville Subdivision Ordinance clearly provides that any attempted transfer of an interest without proper subdivision is invalid. However, even if the court were to balance the interest of the parties, the court believes that the public policy interest of the Town of Keedysville in enforcing its Ordinance outweighs the interests of Mr. Holder in attempting to claim ownership of a Gap that this court has determined does not exist. With respect to Mr. Nagel's opinion that 15 square feet north of Parcel 3 may have escaped the subdivision process, the court is hesitant to attempt to piecemeal out which portions of the 2020 and 2021 deeds are valid or invalid. Mr. Holder claims he owns 8,296 square feet or 0.19 acres by deed. He does not. The deeds are defective, invalid, and void in total.

III. The Wagon Road.

The parties dispute whether the grant of use of the Wagon Road in the Cost Deed was an easement or a license, and whether it still exists to benefit the Defendants' properties as the dominant estates.

A. Easements and Licenses – The Law.

An easement creates a non-possessory interest in land owned by another person, granting the easement holder permission to use the owner's land for a limited purpose.[48] Easements can be either specific, meaning that the location of the easement is easily discernible from the documents creating the easement, or general, meaning that there is clear intention to create an easement within such documents but that the precise location cannot be ascertained.[49]

Separate from an easement, a license conveys only a personal privilege to do a particular act on a parcel of land without any interest in the land.[50] As such, a license terminates on the death of the grantor or grantee.[51]

B. Easement or License?

The Cost Deed granted to "David Kreitzer[,] his heirs and assigns forever, the use of a wagon road to and from said land hereby conveyed …"[52] The term "forever" is critical. A license terminates upon the death of the grantor or grantee. The term "forever" suggests something more. It suggests a right that runs without regard to the deaths of the property owners. It suggests a right that runs with the land. As such, the Cost Deed granted an easement, not a mere license.

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[48] 8A M.L.E. Easements §1.

[49] *Rogers v. P-M Hunter's Ridge, LLC*, 407 Md. 712, 731 (2009).

[50] *Goss v. C.A.N. Wildlife Trust, Inc.*, 157 Md. App. 447, 457 (2004).

[51] *Id.*

[52] Land Records of Washington County, Maryland, W.McK.K. 6, folio 363.

C. An Original Defect.

Although the Cost Deed attempted to grant an easement, the grant suffers a significant and original defect. According to the deed, the purpose of the grant was to allow predecessors of Defendants Deena Holder and Uncle Eddie's to use a "wagon road" over the land of Plaintiff's predecessor, then across the land of a third-party, to get to a road.

As noted by Plaintiff's expert Mr. Joliet, the original grantor, Cost, could not have granted an easement over the third-party property because Cost did not own it. Therefore, the easement cannot (and never could) allow for ingress and egress from Defendants' properties to a public road. Because the Cost Deed never lawfully provided what it purported to provide for the benefit of the dominant estate – a way to access a road – it was defective from the start and remains wholly defective today.

D. Location of the Easement.

According to the Cost Deed, the easement ran along the western boundary of the railroad to the Cost-Keedy property line. Using the present-day plats, experts Mr. Joliet and Mr. Nagel both agree that the easement ran from the Defendants' properties, through the forest conservation easement of Stonecrest, across Lot 9 of Stonecrest, across Lot 10 of Stonecrest, and then into Plaintiff's Parcel 3. Both experts agree that the easement stopped within Parcel 3, at the back corner of Stonecrest Lot 14, and did not extend across any other lands, any road, or to Dogstreet Road. Thus, experts on both sides confirm that the Cost Deed never lawfully provided a way to access a road. It was an easement to nowhere.

E. Purpose and Scope of the Easement.

Defendants have indicated that they intend to use the easement for vehicular traffic, whether it be deliveries to their properties or general enjoyment of the land. However, if the easement still exists, these uses would not be permissible under the original grant. Generally, an individual who holds an easement is entitled to use the easement in the manner that is fairly contemplated at the time of conveyance.[53] The Cost Deed, though defective, attempted to grant access to and from a particular road. Since the easement stops in Parcel 3 and does not lead to a public road, the purpose of the original grant does not exist. The only way this court could provide access to the public road would be to enlarge the scope of the easement to burden Parcels 1 and 2. The court will not do so.

In addition to travel, Defendants have indicated that they intend to use the easement to run underground utilities to the properties owned by Defendants Deena Holder and Uncle Eddie's. Again, an easement may be used in the manner that is fairly contemplated at the time of conveyance. No words in the Cost Deed contemplate the use of the easement for underground utilities. Defendants' intended use for underground utilities would require this court to expand the scope of the easement. This court will not do so.[54]

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[53] *Millson v. Laughlin*, 217 Md. 576, 585 (1958).

[54] Trial testimony indicated that the Town or County had already run water utilities to Defendants' properties under Antietam Drive, under Defendants' access lane extending from Antietam Drive, and under the old railroad bed owned by the State of Maryland. In addition, testimony indicated that the Town, County, and State had been willing to run sewer service along the same course. Any suggestion that there is a necessity to use the Wagon Road easement for underground utilities is without merit.

F. Estoppel by non-use and reliance.

Even if this court were to ignore the original defect in the Cost Deed, the easement could be terminated by estoppel, that is, non-use of the easement and reliance by the servient estate.[55] Maryland courts note a distinction between the doctrine of basic abandonment of an easement and the doctrine of abandonment by estoppel. The distinction rests on whose actions are considered. To establish basic abandonment, there must be non-use and a positive act of abandonment by the owner of the dominant estate.[56] In an estoppel case, however, the dominant owner's acquiescence to the servient owner's reliance on non-use may be substituted for affirmative acts of abandonment by the dominant owner.[57] Put another way, estoppel requires proof of: (1) non-use, (2) reliance by the servient estate, (3) acquiescence by the dominant estate.[58]

In this case, there was non-use of the easement from at least 1988 to present. Though there may have been the occasional group of teenagers looking for a quiet place to party, such interloping is not the same as continuous use of the easement for easement-type purposes.

As to Plaintiff, he relied on non-use in the manner in which he maintained the area and when he decided to allow Parcel 3 to go back to nature. Allowing Parcel 3 to return to nature with the growth of mature trees and thick brush along its entire length of nearly 500 feet posed an absolute and obvious challenge to the dominant estates' rights. And yet, the dominant estates did nothing. The dominant estates acquiesced until May 2020. By then, however, it was too late.

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[55] *United Finance Corp. v. Royalty Realty Corp.,* 172 Md. 138, 146-47 (1937).

[56] *Purnell v. Beard & Bone, LLC,* 203 Md. App. 495, 527 (2012).

[57] *United Finance Corp.*, 172 Md. at 145.

[58] *Id.*, at 147 ("But whether the basis for the relief be called equitable estoppel, or abandonment and reverter, is a mere matter of terminology of little relative importance, except to the verbal precisian. For in any case it involves the principle that one who, having an easement of way ... suffers his right to lie fallow and unused for a long period of time, and throughout the period suffers the owners of the servient tenement not only to use it as though no such right existed, but actually acquiesces in such use by ... permitting any uses of the land inconsistent with the existence of the easement, may be held to have sufficiently manifested such an intention of abandoning the right as will estop him from asserting it.").

In addition, an easement over Parcel 3 can only exist if the easement still exists over the Stonecrest development and the appurtenant forest conservation area. It is clear, beyond mere inference, that the Stonecrest developer (and the Town of Keedysville) relied on non-use and abandonment when subdividing, approving, and constructing Stonecrest. In laying Stonecrest and the appurtenant forest conservation area on top of the easement, the developer took affirmative and obvious steps in reliance of abandonment. There is no evidence that the dominant estates did anything to stop the development or to assert their rights during the subdivision process, any public comment period, any public hearing, or any appeal process. From at least 2005 when the subdivision was approved and initial construction began, through 2016 when construction began in earnest, until May 2022 when Justin Holder cut a lane through Parcel 3, the dominant estates allowed their "rights to lie fallow and unused," thus "manifested such an intention of abandoning the right" so as to be estopped from now claiming it.[59]

With nonuse and reliance by the Stonecrest developer (and the Town), and acquiescence by the dominant estates, the dominant estates are estopped from claiming the easement over Stonecrest. Therefore, because the Wagon Road easement is terminated on Stonecrest and the appurtenant forest conservation area, the easement cannot extend to Plaintiff's Parcel 3. Plats 8292-93 and the neighborhood that exists there today confirm as much.

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[59] *United Finance Corp.*, 172 Md. at 147.

G. Adverse Possession by Plaintiff Young.

Likewise, if this court were to ignore the original defect in the Cost Deed, a private easement may be terminated by adverse possession. As noted in Powell on Real Property:

> The use of the land by the servient tenant must be one that is incompatible or irreconcilable with the authorized right of use.... Where the dominant owner abstains from use of the easement, the servient owner, in the exercise of the privilege to use his or her own land in any manner desired not interfering with the exercise of the easement, has an enlarged scope of privileged action. *It is, therefore, under these circumstances more difficult for the servient owner to establish the adverse character of behavior. Unless the conduct is actionable by the dominant owner, it cannot result in a prescriptive extinguishment of the* easement.[60]

As determined above, if Plaintiff's deed is somehow defective, Plaintiff Young adversely possessed Parcel 3 and did so in contravention of the rights of the dominant estates. From the day he purchased the property, he used Parcel 3 for his own benefit and in contravention of the dominant estates' right to use. When he allowed Parcel 3 to go back to nature with the growth of mature trees and thick brush, he created an even greater challenge to the dominant estates' rights. Plaintiff's maintenance of Parcel 3 was absolutely inconsistent with the use of the Wagon Road for ingress and egress, whether by car or on foot. His ejection of trespassers and posting of "No Trespass" signs objectively showed his intention that no person was allowed within Parcel 3. His conduct in the management of Parcel 3 was actionable by the dominant estates at all times, yet the dominant estates did nothing to exercise their rights from 1988 to 2020 – 32 years.[61]

Recognizing the cautionary language of Powell on Real Property suggesting that adverse possession of an easement requires more than mere adverse possession of regular land, this case has the "more." As such, any portion of the easement that encroached on Parcel 3 was terminated at a minimum, in 2008 when Plaintiff perfected his ownership, and most certainly years before Justin Holder entered the property in May 2020 to attempt to cut a road.

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[60] Powell on Real Property §34.21[1] (Michael A. Wolf ed., 2013).

[61] Recognizing, of course, that the exercise of rights by the dominant estates would have never resulted in actual access to a road given the original defect in the Cost Deed.

H. Conclusion.

The Wagon Road easement of the Cost Deed was defective from the start. It was an easement to nowhere. It does not now extend, and never did extend, to a public road. The easement does not exist because its stated purpose could never be lawfully realized. However, even if the original defect is overlooked, abandonment of the use from at least 1988 to present, and the actions of the servient estates in reliance thereon, coupled with the acquiescence of the dominant estates, estops the dominant estates from prevailing on a claim of easement. In addition, Plaintiff's adverse possession of Parcel 3 has terminated the easement on Parcel 3. The Wagon Road easement does not exist, and it cannot exist, for the purpose for which it was originally, and defectively, granted. The Wagon Road easement is terminated.

IV. Injunction.

Plaintiff requests that Defendants be enjoined from entering on Plaintiff's land. The standard for the grant of an injunction is a four-factor test:

(1) The existence of some right could be injured without an injunction;

(2) Whether the plaintiff will suffer irreparable injury without an injunction;

(3) The 'balance of convenience' determined by whether greater injury would be done to the defendant by granting the injunction than would result from its refusal; and

(4) In the appropriate case, the public interest.

Injunctive relief is "a preventative and protective remedy, aimed at future acts, and is not intended to redress past wrongs."[62] As the Court of Appeals noted in *El Bey,* the injury:

> ...need not be "beyond all possibility of compensation in damages, nor need it be very great." Rather, "irreparable injury is suffered whenever monetary damages are difficult to ascertain or are otherwise inadequate."[63]

Evidence at trial established that Mr. Holder made a significant intrusion into Plaintiff's land in May 2020 with a Bobcat and a chain saw. Without permission, he cut Plaintiff's trees and brush in an attempt to reopen the Wagon Road easement. He had no right to do so. Such actions, or anything close to them, cannot happen again.

Plaintiff has property rights to protect. Mr. Holder has shown a lack of respect for Plaintiff's rights. Plaintiff will suffer irreparable injury if continued trespasses are permitted. The balance of convenience weighs in favor of Plaintiff. Defendants suffer nothing from the entry of an injunction. The public interest is served by limiting controversy between the parties.

The court recognizes that the 2020 intrusion was committed by Mr. Holder. However, he does not personally own the land that would have benefited from the opening of the Wagon Road easement. Deena Holder and Uncle Eddie's own the lands. In his Third Amended Complaint in Justin Holder v. Christine Morral, *et al.*, Case No.: C-21-CV-21-116, Mr. Holder states:

> [i]n May 2020, Plaintiff [Justin Holder], at the request of and with the permission of his wife [Deena Holder], undertook to maintain and repair a record title right of way belonging to his wife that...runs, in part, behind and through the Morral Property [Stonecrest Lot 9].

This statement clearly refers to Mr. Holder's trespass into Plaintiff's Parcel 3 in May 2020. Given that Mr. Holder admits he entered Parcel 3 at Deena Holder's request, and given that the

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[62] *El Bey v. Moorish Science Temple of America, Inc.*, 362 Md. 339, 353 (2001) (citations omitted).

[63] *Id.*, at 355-56 (citations omitted).

Holders use Uncle Eddie's as an alter-ego (see footnote 1), any suggestion that Mr. Holder was acting only for his own personal benefit in 2020 is not believable. A permanent injunction will be entered against all Defendants.

V. A Note on Public Roads.

In this litigation, and in other litigation in this court, Defendant Justin Holder has asserted that certain closed or unopened public roads exist on Plaintiff's land and that Mr. Holder is entitled to sue Plaintiff, and other private citizens, to have them opened. This issue was not considered during trial because the court made a preliminary determination that Mr. Holder cannot sue another private citizen to compel government to open an abandoned, unused, closed, or otherwise unopened road.

Maryland law grants counties and municipalities authority to open, alter, or close local roads.[64] If a public road exists, existed, or should exist on Plaintiff's land, such a determination is to be made by Washington County or Town governments pursuant to the Maryland Code and local law.[65] Due to their involvement in the discovery stage of this case, the County and Town governments are aware of Mr. Holder's belief that public roads exist over Plaintiff's property. However, no government has filed suit or taken any action to open any road on Plaintiff's property or otherwise objected to Plaintiff's ownership free of public roads. Claims of public roads on Plaintiff's property were not heard because they are without merit.

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[64] Md. Code, Local Govt. §12-504.

[65] *See e.g.*, MD Code, Land Use § 6-107; Charter of the Town of Keedysville, Public Ways and Sidewalks, Sections 73- 74, enacted June 24, 2003; Washington County Subdivision Ordinance, amended September 22, 2009; Washington County Zoning Ordinance, § 4.7, amended April 26, 2018; Washington County Adequate Public Facilities Ordinance, Article IV Roads, amended October 22, 2013.

CONCLUSION

For the foregoing reasons, judgment is entered in favor of Plaintiff and against the Defendants. Orders will issue consistent with this Opinion.

6/13/2023
Date

Judge, Circuit Court for Washington County

cc: Counsel of Record
Justin Holder

E-FILED; Washington Circuit Court
Docket: 6/14/2023 10:52 AM; Submission: 6/14/2023 10:52 AM
Envelope: 13048527

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *

Plaintiff

v. * Case No.: C-21-CV-20-371

JUSTIN HOLDER, *et al.*

Defendants *

ORDER

This matter was heard in a three-day trial on the merits, beginning June 21, 2022. In an Opinion and Order dated September 6, 2022, this court granted relief in favor of Plaintiff. Following appeal and consistent the directive of the Appellate Court of Maryland in consolidated cases CSA-REG-1145/1147-2022 directing this court to remove conclusions about Parcel 1 from its declaratory judgment, it is this 13th day of June 2023, by the Circuit Court for Washington County, Maryland hereby:

ORDERED, the relief requested in Plaintiff Jeffrey Young's "Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief" is granted as indicated herein.

ORDERED, Plaintiff Jeffrey Young is the owner of Parcel 2 and Parcel 3 as shown on Plat 2499, one of the land records of Washington County, Maryland.

ORDERED, no other person has any ownership interest or claim in Parcel 2 or Parcel 3.

ORDERED, the western boundary of Parcel 3 as shown on Plat 2499 abuts and borders the eastern boundary of the Stonecrest development as shown on Plats 8292-93, as said plats are recorded in the Land Records of Washington County, Maryland. There is no additional strip of land or Gap between Parcel 3 and the Stonecrest development.

Entered: Clerk, Circuit Court for
Washington County, MD
June 14, 2023

ORDERED, any deed purporting to transfer or quitclaim any part of Parcel 2 or Parcel 3 (as defined herein) to Justin Holder or to any other person is invalid and void.

ORDERED, the "Wagon Road" easement created in 1872 by Aaron Cost and Malinda Cost, and recorded at W.McK.K. 6, folio 363 among the Land Records of Washington County, Maryland, is terminated in total across Plaintiff's lands and across the lands that comprise any part of the Stonecrest development and the appurtenant forest conservation area as shown on Plats 8292-93. However, nothing in this Order is to negatively affect the rights of Defendants Deena Holder (Tax Parcel 127 and Parcel 412) and Uncle Eddie's Brokedown Palace, LLC (Tax Parcel 414) for ingress and egress to their properties from Antietam Drive in Keedysville, Maryland and the access lane thereto as shown on Plats 8292-93.

ORDERED, Defendants Justin Holder, Deena Holder, Uncle Eddie's Brokedown Palace, LLC, and any member or agent thereof, be and are hereby permanently enjoined from entering Plaintiff's land as described in the Opinion and this Order.

Judge, Circuit Court for Washington County

cc: Counsel of Record
Justin Holder

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *

Plaintiff

v. * Case No.: C-21-CV-20-371

JUSTIN HOLDER, *et al.*

Defendants *

ORDER

This matter was heard in a three-day trial on the merits, beginning June 21, 2022. In an Opinion and Order dated September 6, 2022, this court determined that any deed purporting to transfer or quitclaim any part of Parcel 2 or Parcel 3 (as defined therein) to Justin Holder or to any other person is invalid and void. Following appeal and consistent the directive of the Appellate Court of Maryland in consolidated cases CSA-REG-1145/1147-2022, it is this 13th day of June 2023, by the Circuit Court for Washington County, Maryland hereby:

ORDERED, the following deeds are void and shall be indicated as void in the Land Records of Washington County, Maryland:

1. Liber 6370, folio 249, Stonecrest Development, LLC to Justin Holder dated August 10, 2020
2. Liber 6414, folio 219, Jennifer Butts Baker to Justin Holder dated November 3, 2020
3. Liber 6729, folio 365, Jennifer Butts Baker to Justin Holder dated June 22, 2021

Judge, Circuit Court for Washington County

cc: Counsel of Record
Justin Holder

Entered: Clerk, Circuit Court for
Washington County, MD
June 14, 2023

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
Plaintiff *
v. * **CASE NO. C-21-CV-20-371**
JUSTIN HOLDER, et al. *
Defendants *

TRANSCRIPT OF PROCEEDINGS
(Pre-trial Discussion)

Circuit Court
Hagerstown, MD
June 6, 2022 at 1:32 P.M.

Before:

The Honorable Andrew F. Wilkinson

Appearances:

R. David Pembroke, Esquire, attorney for Jeffrey Young, Plaintiff; and

Robert Kline, Esquire, attorney for Uncle Eddie's Broken Down Palace, Defendant; and

Justin Holder, pro se; Defendant.

Transcribed from electronic recording by:

Linde M. Cessna, Court Reporter
Circuit Court for Washington County, Maryland
The Court House
Hagerstown, Maryland 21740

PROCEEDINGS

THE COURT: Everybody have a seat. Are we expecting Ms. Peeples?

MR. HOLDER: She texted me and said she couldn't make it. She had a prior hearing in Baltimore.

THE COURT: When did she text you that? Today?

MR. HOLDER: Today about 10:00 a.m.

THE COURT: Did we receive any notice that she wasn't going to be here, my office?

COURT REPORTER: No.

THE COURT: Did she call us?

COURT REPORTER: No.

MR. HOLDER: 9:30 a.m., sir.

THE COURT: Alright. Well, we're going to proceed without her. Okay, we're on the record for the matter of Jeffrey Young versus Justin Holder, et al. This is C-21-CV-23-71. Our purpose today is to have a discussion, sort of a pre-trial hearing type of discussion. It's a little bit different than the discussion that you may have had with Judge Long. That discussion with Judge Long is certainly a pre-trial hearing because he was not the judge handling the case for trial. He could have entertained settlement discussions if you had wished. My understanding is that there wasn't a resolution of the case. Pretty close in time or following that hearing with Judge Long I received a letter from Mr. Holder, Justin Holder, dated May 23, 2022, sort of outlining what he felt were the four issues of greatest concern and then outlining a concern he had as to the number of days each of those issues would take. And then alerting the Court that he intended to serve fifty subpoenas for witnesses, some two hundred exhibits, etc., and I think asking that the case be considered for some form of bifurcation maybe to ease the issues, ease the requirement for certain witnesses and that sort of thing.

So, having read that letter, I put some thought into bifurcation. I didn't think it would be appropriate to do any sort of bifurcation unless we talked about it. I also thought about what issues could be limited and I thought about Mr. Holder's concerns about how many days this would take. So, I thought that we needed to get together to talk before we are together for what is scheduled as a three-day trial next, I'm sorry, two Tuesdays from now, I think. Correct. Okay.

Let's begin with number of days of trial. Mr. Holder, I understand that you are concerned about the breadth of the issues and whether we can really get the case done in three days. We're going to talk about the breadth of issues but I want you to know that I think this case was originally scheduled for two days. I moved it to three because I did want to be sure that each party had sufficient time to get into evidence what they wanted to get into evidence. Recognizing then that this is a three-day trial, also recognizing that we need to take breaks, I've sort of done some quick calculations as to how much trial time you really get in a day. And I'm coming, if we move quick, starting at 9:00 and going until 4:30, we're talking possibly six hours of trial time each day. I'm going to allot one hour for opening and that is total, one hour for everybody. One hour for closing. So, if we have six hours of trial time over three days that's eighteen hours, one hour for opening, one hour for closing, that means there is sixteen hours of trial time left and I'm going to split that down the middle. Plaintiff is going to get eight hours of trial time. That is direct and cross-examination together. So, pre-plan. The Defendants all together, that is Mr. Holder, Justin, Deena Holder, is that the correct pronunciation? Deena. It's not Deanna, right?

MR. HOLDER: Yes. Correct.

THE COURT: Deena Holder and then I believe Uncle Eddie's is a party?

MR. KLINE: Yes, sir.

THE COURT: Represented by Mr. Kline. Those defendants all together eight hours, direct and cross, divided how you please it between those defendants but the Defendants all total together are going to get eight hours. I will try to keep that time. I usually do it on my phone, sort of a timer on my phone. And I keep a separate legal pad to the side and I try to keep it as close as I can. I can't promise you that it's going to be exactly eight hours for each side. But I'm going, I'm going to try to keep you there and at the end of the day I'll try to tell you where you where you are as far as time so that you can pre-plan for the next day. As we get through witnesses if I think we're going too long on a witness I may hustle you. Okay. Mr. Holder, Mr. Kline and Mr. Pembroke understand what that means but I want you to understand there may be times during that trial I sort of stop them and say Mr. Holder I get what you're saying. Do you understand what I mean? That's my sort of signal to you that let's go. Do you understand?

MR. HOLDER: Yes, I was advised by a very good attorney how to examine a witness and make a record and if you're understanding the record that's all I would need is an acknowledgement.

THE COURT: With eight hours of total time for the Defense in total there may be times that it comes up in trial that I hustle you along a little bit more. Okay. And you may see me do it to Mr. Pembroke. You may see me do it to Mr. Kline where I may say, Mr. Kline, I got it. And that's the signal. Okay. Maybe we ought to move onto a different issue so you're not wasting time on an issue that you've already presented sufficient evidence on.

MR HOLDER: (Unintelligable) because I respect the Court's time so.

THE COURT: Okay, so, that's eight hours each side. So, let's talk about what I believe is going to be relevant for this case and what I think is not relevant so that we don't have to waste time on things that are not relevant. And I'm looking at Mr. Holder's letter of May 23, because I think it's a nice encapsulation. I don't know if you all have that in front of you. And I'm looking at the first four items that he listed. Number one, whether private easements have been abandoned. Number two, whether there has been adverse possession on parcel 3. Number three, whether there is title to parcel 3 one way or another, probably based on the deeds and number four, whether there are claims or clouds that are out there regarding public roads on the property.

I'll tell you that I re-numbered those to make more sense to me.

MR. HOLDER: Okay.

THE COURT: Not to be critical but just to re-number them for myself. So, I don’t want to take them in order that he took them. But there are certainly some issues in those four that I think are at issue here. The Plaintiff’s Complaint is to Quiet Title through Adverse Possession or by Deed and so Mr. Holder’s number 2, that is adverse possession, that is absolutely at issue for our three-day trial. Mr. Holder’s number 3, that to me is quiet title based on the deeds that everybody seems to hold. That is Mr. Holder’s number 3, that is definitely as issue at trial. That is what the Plaintiff has complained about.

Let’s go to number 4. And I sort of rename it or redescribe it as whether there are roads, town roads, county roads, that affect parcel 2 or parcel 3 that may traverse over the Young property. Separate from a private easement, these are government held roads. To me, that is not relevant in the case that we are having two weeks from now. I will not hear evidence on public roads. And the reason is if there are roads owned by the county or the town, whether those roads are open for use, whether they should be re-opened, whether they still exist, is a legislative function of government. It is not right now a judicial function and therefore we will not be discussing roads.

That brings us to the final issue that Mr. Holder brought up and that is whether there is a private easement. I think what he's saying benefiting the Deena Holder properties or the Uncle Eddie's properties. Although, it was Mr. Holder that brought it up, I think mostly in his answer to complaint, I think it's still in the other pleadings as well. Does that sound right, Mr. Kline? It's a private easement that Uncle Eddie's is claiming?

MR. KLINE: Yes.

THE COURT: Okay. And I realize Ms. Peeples is not here.

MR. KLINE: Your Honor, for clarification. I know we're just having a discussion so obviously not trial. Obviously there's a private easement or depending upon the Court's determination is to who owns it. Could be a public property with a right of easement on a public piece of property. But I don't know. I sort of agree with the Court for the purposes of this complaint that's something best left for the next case, not necessarily this case.

THE COURT: I am very concerned about having any discussion or evidence about something that is considered or to be considered a public way owned by government.

MR. KLINE: Understood that from the court's prior --

THE COURT: Are we talking about the wagon easement?

MR. KLINE: Yes, exactly. So, if, and again, I don't want to get ahead of the Court and I don't want to interrupt.

THE COURT: No, no. This is the discussion I want to have.

MR. KLINE: Okay. So, from my perspective for Uncle Eddies - -

THE COURT: You can sit down if you want.

MR. KLINE: Thank you.

THE COURT: It's just us. Mr. Holder, at trial, I will make people stand up but we're just having a talk here.

MR. HOLDER: Absolutely.

MR. KLINE: Just one of those practice things.

THE COURT: I gotcha.

MR. KLINE: Anyway, it seems to me on my end, and I don't disagree where the court's heading here, is that the complaint alleges a certain amount of land that brings him in count certain parcels and the land that is there has a metes and bounds through its deed and then a survey. And I believe that there's evidence that's been developed that the person that did the deed made a mistake, which has been conceded. For the purposes of today I'll suggest, they'll come out at trial otherwise, but, it’s been conceded the Court, I believe, has the legal authority to draw a line. So, if the Court could focus on two parts that Mr. Frederick has indicated were drawn incorrectly and the Court were to determine where the monument or monument should be then the Court can draw the line as to what the property is, which would then narrow the discussion on the adverse possession because the adverse possession may not be, he may not have to adverse possess it because the Court would have already drawn the line and he would be on it. It would be his anyway.

THE COURT: So, the question is on the Wickline Plat, there is something called Parcel 3.

MR. KLINE: Um hum.

THE COURT: One of the questions before the Court, I think is, does Parcel 3 as described on the Wickline Plat, does that backup to and abut lots 11 through 14 of Stonecrest?

MR. KLINE: Um hum.

THE COURT: Or is there a gap?

MR. KLINE: Correct.

THE COURT: And is there a gap parcel?

MR. KLINE: Right, so - -

THE COURT: And if there is a gap parcel, one, does somebody have title by deed, or two, even if somebody has title by deed did Mr. Young adversely possess it for the past thirty-four years anyways and who cares.

MR. KLINE: True. And I think if the Court were to look - -

THE COURT: Right?

MR. KLINE: Yes. Short answer is yes.

THE COURT: Yes.

MR. KLINE: So, if the Court were to look at the drawings which Mr. Frederick has - - I'm sorry. So, the deeds, the deed may be off by a number of feet because he's using certain things that are not there which the Court would factually have to determine as to where the monuments were to draw the line which the Court can draw on its own, legally, in my opinion.

THE COURT: Okay.

MR. KLINE: So, if the Court would move over to the defense, this goes to bifurcation, I'm perhaps getting ahead of myself.

THE COURT: Go ahead.

MR. KLINE: If the Court were to determine that first, take testimony from the experts that had indicated where the monuments should be so the Court on its own can draw where the line is, then the adverse possession either goes away or stays in for whatever land the Court determines by its own drawing of the line. The Court is the only one that can draw - - The Court has to draw the line here.

THE COURT: But wherever I draw the line - - If I draw the line on the Stonecrest edge - -

MR. KLINE: The Court has to make a determination where the line is, right.

THE COURT: If I were to draw it on the Stonecrest edge, and I say, everybody in the world believed parcel 3, the western edge of Parcel 3 was the eastern edge of Stonecrest, then the case is over, theoridically. Because I could say Mr. Young has it by deed. Or if I say, no, the western edge of parcel 3 and the eastern edge of Stonecrest did not meet, they did not abut, there was a gap parcel, then I get to whether Mr. Young adversely possessed that gap parcel since 1988 and everybody believed it.

MR. KLINE: Correct, and I believe - -

THE COURT: Until Mr. Holder got a quick claim deed from Ms. Butts.

MR. KLINE: Correct. And I'm just suggesting the Defense has a number of experts that through depositions and this isn't surprise on Mr. Pembroke - -

THE COURT: Yes.

MR. KLINE: Would indicate that the line should be here and I think the Court has to hear that testimony as to where the line has to go.

THE COURT: Right.

MR. KLINE: And then the Court has to make that determination to then get to the adverse, (unintelligible) adverse possession and called who had a sign up, who didn't have a sign up, who said get off the property, to bring out at the beginning would waste Mr. Pembroke's time of his eight hours if the Court's going to draw it up and give Mr. Young his - -

THE COURT: No, I think in his first eight hours he's going to be talking to me about adverse possession too.

MR. KLINE: Okay.

THE COURT: Right?

MR. PEMBROKE: I would assume.

THE COURT: I mean it's his case in chief. If he wants to prove adverse - -

MR. KLINE: I'm not speaking - - Mr. Pembroke's obvisoulsy - -

THE COURT: No, no, no. But I think Mr. Pembroke is an experienced attorney. I think he knows his client filed the complaint on sort of two independent theories that are not mutually exclusive, they could both exist. And he has his eight hours to prove to me deeds or adverse possession, right?

MR. KLINE: Yes.

THE COURT: Okay. If he proves deed or adverse possession don’t we then go on to the easement, whether the easement exists?

MR. KLINE: Yes.

THE COURT: Okay.

MR. KLINE: In my opinion, yes.

THE COURT: But I think at the beginning of this little discussion you were telling me that I needed to find the line first.

MR. KLINE: Well, I think if you define the line, then the adverse possession argument factually either has to go forward or it doesn’t go forward as you already indicated.

THE COURT: Right.

MR. KLINE: If I give them already what they say they have then we’re done here.

THE COURT: Right.

MR. KLINE: Except for the easement portion.

THE COURT: But if I find the line where you want me to find the line, okay - -

MR. KLINE: Yes.

THE COURT: Does the finding the line where you want it to be actually get the easement all the way to Dogstreet Road?

MR. KLINE: I’m going to go with no. I don’t believe it does.

THE COURT: Then why are we having the talk about easement?

MR. KLINE: Well, we still - -

THE COURT: Well look - - Go ahead.

MR. KLINE: Well, that comes to a public county issue too only because if the land is there and the county has to provide the services, depends from where your drawn - -

THE COURT: Because that is what the case is about, right?

MR. KLINE: Right.

THE COURT: It's about getting sewer to that property.

MR. KLINE: Correct.

THE COURT: Okay. And the town said no a couple times to just go up Harris Lane or the alley or whatever it is, and so now there's an attempt to find a way to Dogstreet. That's what the case is about.

MR. KLINE: Um hum.

THE COURT: Okay. But you're telling me if I find the line, if I find that western edge of Mr. Young's property to create a gap with Stonecrest that gap doesn't go all the way out to Dogstreet? I'm trying to understand.

MR. KLINE: It goes all the way out. I stand corrected.

THE COURT: Okay.

MR. PEMBROKE: We would disagree with that.

THE COURT: Understood.

MR. PEMBROKE: We think it stops at our - - Even if you found it stops at our, at the beginning of our parcel 2.

THE COURT: Okay. So, you think even if there’s the gap parcel that it stops somewhere before the panhandle?

MR. PEMBROKE: Yes, sir.

THE COURT: It probably corners, you think it might corner into Stonecrest?

MR. PEMBROKE: Yes, sir. But it does not run all the way to Dogstreet.

THE COURT: Okay. Which is why he had to go get parcel 2, attempt to.

MR. PEMBROKE: Parcel 3.

THE COURT: Well, yes.

MR. HOLDER: Parcel 2, Mr. Young has, I don’t think there’s any dispute that he’s acquired profected his title to parcel 2.

THE COURT: Okay. Okay. Well, part of this discussion is, you know, I have been thinking whether to bifurcate that easement issue away from our three-day trial. And I'm not sure that it makes sense to. Mr. Pembroke, do you wish to be heard on it at all?

MR. PEMBROKE: Your Honor, I - -

MR. KLINE: You can sit too.

MR. PEMBROKE: Thank you, judge. (Laughter) I, um, I don't see where, ultimately I don't see where it's of any advantage to bifurcate.

THE COURT: Okay.

MR. PEMBROKE: We've had trial scheduled since August. I think everybody, you know, at least has their own ideas about what the issues are. I think they compliment each other, although obviously they are distinct from each other but I think that, I think that both, in order to resolve the issues in this case obviously both issues have to be resolved.

THE COURT: Right.

MR. PEMBROKE: Now, there's a number ways it can be resolved and you listed a number of ways it can be resolved but I don't see any advantage overall to bifurcating it and saying, okay, we'll do this part now and we'll come back in six months or whatever else and we'll do the rest of it.

THE COURT: Well, the rest of it is sort of sitting in another case called the Holder verses Morral, et al. but that's, you know, whether I could move that issue, whether there is an easement is an issue in that case too. Mr. Kline, do you wish to be heard on this bifurcation issue? I know you didn't bring it up it was more Mr. Holder but do you wish to be heard at all?

MR. KLINE: I'm only going to say no as to the Court's question. However, I think it helps the Court with the limitation of issues - -

THE COURT: Right.

MR. KLINE: - - if that matter is done first.

THE COURT: That we handle easement first?

MR. KLINE: To question on the drawing of the lines first.

THE COURT: I think I'm going to let Mr. Pembroke handle his case however he wishes to I think. I hear what you're saying but. Even if I find the line where you want me to he's going to present adverse possession for the past thirty-four years. He's going to hit them all at one time anyways. I'm hearing you.

MR. KLINE: Just, just - -

THE COURT: Okay. Mr. Holder, you had written a letter suggesting bifurcation and I want you to have an opportunity to be heard on it if you wish. If you want to tell me something more that's in the letter.

MR. HOLDER: Well first off I really appreciate you clarifying the public rights and the legislature that is a huge, just a huge help to me in this case. I've been looking for direction and I mean with that I can limit a good substantial part of my witnesses.

THE COURT: That's good because you're not going to e able call fifty. There's just not going to be enough time.

MR. HOLDER: I mean most of them are the adjoiners to the property. And I do have deposition testimony.

THE COURT: So, what - -

MR. HOLDER: I didn't know if I had to have them in trial or not. I didn't know that.

THE COURT: I don't accept deposition testimony on the day of trial.

MR. HOLDER: So, I need to bring them to court.

THE COURT: It is against the rule for you to ask me to take deposition as testimony.

MR. HOLDER: I'm sorry, I didn't know that.

THE COURT: That's the Rule.

MR. HOLDER: Okay.

THE COURT: And I'm right on that Rule, right? Once they're dead - -

MR. PEMBROKE: Or unavailable.

THE COURT: Unavailable.

MR. HOLDER: Dead, I understand.

THE COURT: Well, that' one way to be unavailable.

There are other ways, I guess, but I don't know that any of them are here.

MR. HOLDER: Correct.

THE COURT: So, no, you cannot bring me a discovery deposition ask it to be exhibit number 1, I cannot accept that, okay?

MR. HOLDER: I kind of thought that was how it was.

THE COURT: Okay.

MR. HOLDER: So, basically I just need to ask them, hey did you see any No Trespassing signs behind you house. Yes or no. I think they're all going to testify no.

THE COURT: Okay.

MR. HOLDER: But, I haven't, you know, Mr. Young has a right to say otherwise until he agrees I can limit about ten witnesses if we could just agree that they're all going to say no, they didn't see any No Trespassing signs down their house so.

THE COURT: Well, that is maybe as Stipulation that you and Mr. Young through counsel can try to work on if that would limit the number of witnesses.

MR. HOLDER: It would limit a considerable amount to where I just need maybe some experts to rebut and really I can cross - - I think there's no dispute of the facts and the deeds and the lines that I can just cross. I think (Garret Culver) is a good surveyor. I think Christopher Joliet knows title. I think we just go down through it and you'll see the facts pretty clearly so.

THE COURT: Okay. And so that I'm clear Mr. Holder, because I know we've had this discussion before in other hearings, and if I'm speaking out of turn and I'm wrong, please tell me. The position that you're going to take during trial is that there is a gap parcel between the eastern edge of Stonecrest and the western edge of the Wickline Parcel 3.

MR. HOLDER: Correct. So, we have this stone, right. But we need to find the other end of the stone. Where's it at right? It was a marked Hickory tree, where's it at. So, we need to determine, you know there's John Dowling, Gary Castle, George Nagle, Fred Frederick, they all have and those are all really good surveyors. I can bring any of them in and have them testify before you and let you take their evidence. I'm not trying to make a decision on boundary. This is title. It goes back to 1832. I can take it back even further if there's a dispute.

THE COURT: But I want to understand that you believe there's a gap parcel and that that's what Jennifer Butts deed to you for parcel 3.

MR. HOLDER: I - -

THE COURT: Quote unquote, "Parcel 3."

MR. HOLDER: I don't think there is a gap because what I think is - -

THE COURT: Okay.

MR. HOLDER: Okay, so when Mr. Young – -

THE COURT: I'm just confused. Okay.

MR. HOLDER: I know.

THE COURT: You told - - I just asked you the question and at the beginning of your answer you said, yes, there's a gap, and now you're saying no, I don't think there's a gap. I just, before we get to next Tuesday, I want to understand the parcel that you believe Jennifer Butts and Stonecrest in separate deeds, quick claimed to you – -

MR. HOLDER: Um hum.

THE COURT: - - is the Wickline Parcel 3 or is a gap parcel between Wickline and Stonecrest?

MR. HOLDER: It's neither of those. I think it's just crystal clear by law that Young took title finding on the lines of Deed L6596580, which was Leonard Dorsey. Those two lines are the second and third lines of the deed in 1832. Ms. Butts granted Thomas Davies (unintelligible) of finding on Jeffrey Young. That's all the same line because your priority in a boundary clause always say adjoiner. There shouldn't be a gap.

THE COURT: Is that line - - Is that line the eastern edge of Stonecrest?

MR. HOLDER: That’s correct. The - -

THE COURT: So, there is no gap parcel? I’m trying to understand so when we get to next Tuesday. You clearly thought a lot about this case.

MR. HOLDER: And I have.

THE COURT: So, if you were to draw it on a picture for me, the picture that you draw, is it a gap, is there a gap between Wickline’s Parcel 3 and Stonecrest or is there no gap? I just want to understand before we start our trial so that I’m hearing what you’re saying.

MR. HOLDER: Are you familiar with the universal rule in the Billard (phonetic) versus Western Maryland Railroad case?

THE COURT: I don’t care about that. I want to understand your theory of the case so that I can handle this trial in three days. Right now, I am confused as to whether the position the Defendants are taking in this case is that there is a gap between the western edge of Wickline’s Parcel 3 and the eastern edge of Stonecrest or is there no gap, they are the same line?

MR. HOLDER: I think - -

THE COURT: Because what are these experts going to come in and tell me?

MR. HOLDER: I think when Davies got the parcel - -

THE COURT: What are the experts going to tell me? You've taken all their depositions.

MR. HOLDER: The expert surveyors are going to say that the priority of cause are always finding on the other lands.

THE COURT: Are they going to say there's a gap or there is not gap? Do you know?

MR. HOLDER: Mr. Frederick is going to say there's a gap between the title line and a fence.

THE COURT: Okay.

MR. HOLDER: Mr. Nagle is going to say that there was land that the grantor in Stonecrest used (unintelligible) to reserve upon himself. Gary Castle is going to say the same thing. And I don't know what Gary (Culver) is going to say because I haven't had a chance to depose him. He had never been on the property to survey when I first deposed him.

THE COURT: Okay, taking all those together, therefore are you saying that those experts are going to suggest that there's a gap?

MR. HOLDER: I think they're going to suggest that they - - When you granted a plat and you use specific courses and distances that that that there was no call to it in adjoiner on the plat so it did leave a gap. I think that Jennifer Butts granted to Thomas Davies didn’t leave a gap. And as a policy if you always call it to an adjoiner you never leave a gap.

THE COURT: Are you coming in here and telling me that the, that Jennifer Butts and the Stonecrest deeds granted you the gap?

MR. HOLDER: I think the Stonecrest deed actually - - I think by operation of law the Stonecrest deed is one that actually gave it to me.

THE COURT: Okay.

MR. HOLDER: I think Jennifer Butts properly during the Stonecrest - -

THE COURT: Because Stonecrest owned the gap.

MR. HOLDER: Yeah, because she gave up to the line of Jeffrey Young. I mean I think, but that’s your decision.

THE COURT: Or is the gap inside of Stonecrest?

MR. HOLDER: I can make an argument if I owned lot 9, 10, 11 or 12 that I really own that. That grantor intended to me to give me everything. Why would he hold this little gap off of me? I could make that argument to you and I think I could support that with law. That every single lot owner in Stonecrest really owns to where the eastern boundary truly was.

THE COURT: And why do you own it?

MR. HOLDER: Well, I think that by using the affwards of the grantors - -

THE COURT: If lots 9, 10, 11, 12, 13, 14 actaully own that because that’s what the law says ought to happen, why do you own it?

MR. HOLDER: I’m not sure that the law actually says that. I can make an argument that the law - -

THE COURT: Oh, I thought you just said that, that that’s what the law said.

MR. HOLDER: No, I just said I could make a good faith argument on their behalf.

THE COURT: Okay.

MR. HOLDER: It comes down to when you draw a plat - -

THE COURT: I just want you to understand - - Okay. I just want you to understand that when we start our trial two Tuesdays from now one of the things that I really want to understand is, is the western edge of parcel 3 on the Wickline Plat the eastern edge of Stonecrest? Do they touch? Or are they separated and there’s a gap wedge in there? That Jennifer Butts and Stonecrest purportedly deeded to you through the quick claim deeds.

MR. HOLDER: By paper - -

THE COURT: That’s what I’m trying to understand.

MR. HOLDER: Yeah, by papered title the eastern edge of parcel 3 is the boundary line as it’s been for over two hundred years.

THE COURT: Say that again.

MR. HOLDER: By paper title - -

THE COURT: Uh huh.

MR. HOLDER: - - the eastern boundaries – -

THE COURT: Of?

MR. HOLDER: Parcel 3.

THE COURT: Eastern of parcel 3.

MR. HOLDER: Um hum. Is the, the true title line as it's existed - -

THE COURT: Title line and it abuts what?

MR. HOLDER: Uh, and in 520 and in the Reeder property, which would have been - -

THE COURT: You still haven't answered my question. Are you taking the position that there is a gap between Young's property and the Stonecrest property or there is no gap? I need to know so that we can handle this trial in two weeks.

MR. HOLDER: Well, I believe adverse possession is instant so if he had perfected his title after whatever twenty years then Stonecrest gets granted out in 2003 then Young perfects his title and that's kind of, this is why we just go in circles on this case because we can't agree where the title line is.

THE COURT: That's not why we're going in circles.

Two weeks from now we are starting a three-day trial.

MR. HOLDER: Uh huh.

THE COURT: You have filed, I don't want to say hundreds of pages, because I don't know if it's hundreds.

MR. HOLDER: It has been.

THE COURT: Hundreds of pages of pleadings. And I want to get down to a very, very, very simple issue just so that in my mind I know what position you are taking at trial.

MR. HOLDER: I tried to do that.

THE COURT: At trial, are you taking the position that, that the edge of the Wickline parcel 3 and the Stonecrest edge are the same line or are you taking the same position they are not the same line, there's a gap between them?

MR. HOLDER: Yes.

THE COURT: Or are you taking a separate position that I don't understand?

MR. HOLDER: I'm taking the position that I know where the northeast point, the stone. I know - -

THE COURT: Is that the BQT stone?

MR. HOLDER: The BQT stone.

THE COURT: Okay.

MR. HOLDER: I know that for a fact and that's why I tried to - -

THE COURT: And what does that mean? That there's a gap or that there's no gap?

MR. HOLDER: It means by paper title there's a gap because I think when you grant somebody out a specific lot on a plat that's all you're granting. You're not, you're not saying you're binding on anybody's land.

THE COURT: So, you are going to be arguing and your evidence presented is going to be that there is a gap?

MR. HOLDER: Yes.

THE COURT: And that that gap is what Stonecrest deeded to you?

MR. HOLDER: That's what Stonecrest deeded to me.

THE COURT: And that's what Jennifer Butts deeded to you?

MR. HOLDER: I think what actually Jennifer Butts deeded to me was remaining lands down by Estes and remaining lands by Dogstreet because I think that the Stonecrest deed actually gave me that.

THE COURT: Quick claimed that to you. I got it.

MR. HOLDER: To parcel 3 and more than what was actually in parcel 3. Mr. Young's parcel 3 is about twenty-five feet deficient. So, even if Mr. Young wins and says what was Fred drew on his plat if he can actually prove where that is, I still have remaining lands.

THE COURT: Who does?

MR. HOLDER: I do, which is, I mean it's – -

THE COURT: Based on Stonecrest? The Stonecrest deed?

MR. HOLDER: Yeah, and, I mean, it's going to be about the size of this courtroom. It's not going to be near what it was.

THE COURT: Right. I understand.

MR. HOLDER: But I still need to get to it. So, it just, it leaves its problems that's all.

THE COURT: Okay. Understand. Okay. Okay. Okay. Well, my decision is that we are going to handle easement during the three-day trial. So, prepare for it within your eight hours. Okay.

MR. HOLDER: Okay.

THE COURT: Alright. A few final things. I think Mr. Holder had filed an appeal?

MR. HOLDER: I did but given your directive - -

THE COURT: And I think I had - - I had denied stay in this court:

MR. PEMBROKE: Um hum.

MR. HOLDER: Has the Court of Special Appeals acted on it in any way to anyone's knowledge?

MR. HOLDER: No, Your Honor, they have not.

MR. PEMBROKE: No, sir.

THE COURT: Alright. If they act on it before two Tuesdays from now somebody let me know, okay. Okay.

MR. HOLDER: Well, given your scope today, I'm going to withdraw that appeal.

THE COURT: I'm not telling you what to do or not to do.

MR. HOLDER: I know.

THE COURT: Okay. Before we move on to any questions you all may have, Mr. Holder, I wanted to have a quick discussion with you.

MR. HOLDER: Yes, Your Honor.

THE COURT: Okay. One of the last times we were together for a hearing I gave you a warning and the warning was to be careful about stating things as true when they were still at issue. And what I mean by that is you have a tendency, and this was the warning I gave you the last time we were together, you have a tendency to claim that somebody agrees with you simply because they did not deny every word you said in a pleading, okay?

MR. HOLDER: Okay.

THE COURT: Alright. You filed recently on May 28 a, an objection called the Red Herring brief.

MR. HOLDER: Um hum.

THE COURT: Where you quoted a lot of what you and I talked about during some of those hearings.

MR. HOLDER: Yes.

THE COURT: And that’s fine. I’m not upset with you in any way about quoting me, that’s fine. That’s why there are transcripts. Okay. But I want to read for you what you wrote.

MR. HOLDER: Okay.

THE COURT: Okay. So, we were having a hearing on March 24, and I’m summarizing. And I asked you something to the effect of, so, Mr. Holder, what you’re saying is that when government puts a neighborhood on top of a road the road still exists. And all it takes is one citizen like you to say I want to drive my car on that road and that means therefore that the Selby’s have to take down their fence, there is no forest conservation easement, you’re allowed to cut down any trees you want because you’ve asked the government to open the road. It’s a road, you get to use it. Sort of what I said. That was a question to you.

MR. HOLDER: Yes.

THE COURT: You responded, “Sure.” And this is what you’re writing in your pleading.

MR. HOLDER: Um hum.

THE COURT: You wrote, “Sure because the law is not status quo. The law is a constitution in the Fourteenth

Amendment and everybody has rights." Then you wrote, and I'm in paragraph 6 of your pleading of May 28, you wrote, "For Court seemingly accepted Justin Holder's legal grounds and authorities when the Court said, okay, okay." Alright, so now you've taken me saying simple words of okay.

MR. HOLDER: Uh huh.

THE COURT: And you've turned it into me making a decision, a judgment of this court that you're right about something.

MR. HOLDER: Um hum.

THE COURT: That's not okay with me. When I say okay during a hearing or a trial I'm just checking for understanding. I'm just letting you know I heard you. But for you to take it and put it in a pleading - -

MR. HOLDER: Um hum.

THE COURT: That I made a judgment in your favor or that I agreed with your interpretation of the facts of the law that is absolutely inappropriate.

MR. HOLDER: So, you don't agree.

THE COURT: Don't do it again.

MR. HOLDER: You don't agree, Your Honor?

THE COURT: Don't put words in my mouth as to what my judgments are when I say simple words of, "okay." That's just me telling you I heard you. I will consider it.

But that is not me making a judgment. For you to take it and say, "The Court seemingly accepted my legal grounds and authorities," no, I did not accept anything. Do not put into pleadings that I have made a finding, I have made a judgment or I have accepted your grounds or authorities for anything by simple words of "okay". I'm going to say the word okay a thousand times over the three-day trial. That does not mean I am finding in your favor. You will learn what I find when I issue a judgment. Is there anything that I'm unclear about that?

MR. HOLDER: I believe that you did accept my legal grounds and authorities.

THE COURT: I'm telling you again, that is not an acceptance of your legal grounds and authority.

MR. HOLDER: Thank you.

THE COURT: Do you understand?

MR. HOLDER: Thank you for the clarification.

THE COURT: Do not continue to claim that I have agreed with you on anything until you receive my final judgment in the case. Do you understand?

MR. HOLDER: I understand that.

THE COURT: Very well. Alright, Mr. Pembroke, is there anything that we're not clear on with regard to our three-day trial? Is there anything that you have a question about, timing wise, the eight hours, and what the issues are? Is there anything we can clear up now before we decide to meet two Tuesdays from now?

MR. PEMBROKE: I don’t believe so, Your Honor. Thank you.

THE COURT: Okay. Mr. Kline, is there anything you don’t understand? Any questions I can answer for you?

MR. KLINE: One question.

THE COURT: Yes, sir.

MR. KLINE: We went through the timing. I understand that timing. You went through the closing and the limitation on clothing, closing, excuse me.

THE COURT: Yes.

MR. KLINE: If the Defense decides that they want to reserve some of their eight hours to present to add to closing because perhaps it will be better left to summarize it.

THE COURT: Or opening, maybe.

MR. KLINE: However.

THE COURT: Yes.

MR. KLINE: My point is are we allowed to steal time or reallocate time as long as we stay with your timing parameters?

THE COURT: Well, look, here’s what’s going to happen, right. We’re going to get together on Tuesday morning. I’m going to ask if there are any preliminary issues. Maybe there are, maybe they're not. Let's say they're not and we start at 9:00 a.m., and I look at Mr. Pembroke and I say give me an opening. If he takes five minutes, then that's not the hour I had allocuted to everybody or allotted, I'm sorry. And, I look to Mr. Kline and say, what do you want to tell me and, well, five minutes. Five minutes for Mr. Holder, five minutes for Brandy Peeples. Hey, we're at twenty minutes and we just saved ourselves forty minutes. So, I'll reallocate that as we go. As far as closing, you know, if we do all this time we get to Thursday afternoon, right, we're going to take a break at, you know, 3:00. We're either going to know right then and there, we're done or you might, the Defense might have ten more minutes or twenty more minutes before we can get to closing. Okay, we'll decide then. You know. So, I think the answer to your question is yes, you can shorten your closing in order to expand your eight hours. But we're going to have to decide that - - We're going to know that at about lunchtime on Thursday how many more witnesses you have and whether we're into rebuttal by Mr. Pembroke.

MR. KLINE: I just see opening being short - -

THE COURT: That's fine.

MR. KLINE: - - at the beginning. And having to relocate - -

THE COURT: I put one hour total just out of caution.

MR. KLINE: Understood. Got it. Understand compeletely. I just would want to reallocate that perhaps to the backend.

THE COURT: I think we would then re-adjust. Okay and at the first morning break I would go back to my office, I would calculate who did what and I would say okay, you have x number of hours left.

MR. KLINE: That was the only question I had.

THE COURT: And when we get to Thursday, when we start to bump up on 3:00 or 3:30, I think we're going to say, okay, look, it's time to wrap up all evidence and it is time to close. Right.

MR. KLINE: Um hum.

THE COURT: And if both of you say gosh, Your Honor, I only need six minutes to close can we just keep going with witnesses, maybe we'll do that. Okay.

MR. KLINE: Understood.

THE COURT: Okay. Do you understand the question, Mr. Holder?

MR. HOLDER: I do, I do.

THE COURT: Okay, so it think - - And this is a discussion you and Mr. Kline can have and you and Ms. Peeples as well. You know, you might be able to save yourself some time to get in more evidence in by going short on opening. With me? Okay. Alright, what else Mr. Kline.

MR. KLINE: That was the only question I had. Thank you, sir.

THE COURT: Okay. Mr. Holder, what questions do you have about the trial, about timing, about the issues that we're going to be doing, about witnesses, anything because this will probably be our last time to talk before Tuesday?

MR. HOLDER: I really think you have a good understanding of the issues at trial now and, you know, I'm just going to apologize to you. I don't mean for anything to be personal. I respect you. This is just very personal to me what's going on. And, you know, advocating for yourself is difficult. And I'm, sometimes my words probably don't come across as I could represent myself better so. Anyway, I really appreciate the job you do for Washington County Circuit Court and I want you to know that.

THE COURT: Well, I appreciate that Mr. Holder. I will say to you that that that statement in your Red Herring objection and brief, I don't think that's actually the first time that you took my words and tried to make me having made a decision. I think it's about your second time or maybe your third time. So, it’s happened before and I’m concerned about that. Okay.

MR. HOLDER: I’ll review it and make sure I advocate for myself professionally.

THE COURT: I’m concerned about that, okay. So, when we get to trial I am just suggesting maybe you have a discussion with Mr. Kline or Ms. Peeples who have experience being in the courtroom. Be a little bit careful about suggesting that a fact or a conclusion has already been made by me.

MR. HOLDER: Without an order.

THE COURT: If I haven’t made - - I don’t think I’ve drawn any conclusions or I’ve made any determinations in this case and it usually doesn’t happen until my final judgment. So, don’t tell me I’ve already decided something. Okay.

MR. HOLDER: Yes, Your Honor.

THE COURT: Okay. Alright. Anything else gentlemen then before next two Tuesdays? Yes, sir?

MR. PEMBROKE: Um, I would note that on behalf of Mrs. Holder no pre-trial statement was filed. And while - -

THE COURT: I was looking for one.

MR. PEMBROKE: I don’t believe it’s been filed even though it was ordered.

THE COURT: Yes.

MR. PEMBROKE: Um, I think that our discussion here has cleared up a number of points that would have been instructed in such a pretrial statement but I think it would still be helpful to know what witnesses she would intend to call and in terms of fact witnesses as well as expert witnesses.

THE COURT: Do you all have the ability to make that call to Ms. Peeples or? You could certainly pick up the phone and say, look, the judge is either going to order you to make a list and hand it in by, what's today, Tuesday?

MR. HOLDER: Yes, sir.

THE COURT: Hand it in by tomorrow or you all can have a talk with her on the phone. Do you know what I mean? Which would you prefer Mr. Pembroke?

MR. PEMBROKE: I'll call her.

THE COURT: Okay. Mr. Kline, is that okay that he has that discussion with her?

MR. KLINE: I have no problem with Mr. Pembroke. I was just going to say I could reach out and send an email but or call her as well.

THE COURT: Okay.

MR. KLINE: But if Mr. Pembroke wants to reach out, that's fine.

THE COURT: Okay. And I will tell the three of you if there's not a plan put in place that everybody knows who she intends to call by say 3:00 o'clock tomorrow, I'm giving any of you direction to call my office and I'll issue an order for her to alert the Court by noon Thursday who her witnesses are going to be. We're out of time. She should have done this a long time ago. All of you deserve to know who she's going to call as a witness. So, 3:00 o'clock tomorrow. Any of you can call my office and let me know if you have the answer. At 3:00 o'clock, by 3:00 o'clock you don't have the answer, call my office. I'll issue an order, give her nine hours to get it to me. Yes sir?

MR. HOLDER: On the last day of discovery Mr. Pembroke added two fact witnesses to the, to his list of witnesses and I hadn't had any opportunity to depose them.

THE COURT: Um hum.

MR. HOLDER: I don't really want to object at trial but - -

THE COURT: Who were they?

MR. HOLDER: Jesse Downs and Candace Settler. I didn't, I sent them a message and asked how he just kind of came about it on the last day of discovery. He didn't know going in earlier.

THE COURT: Jesse Downs and who?

MR. HOLDER: Jesse Downs and Candace - - Is it Candace Settler Mr. Pembroke, is that correct?

MR. PEMBROKE: Yes, sir.

THE COURT: Candace Settler. Do you expect them to be called?

MR. PEMBROKE: Quite possibly.

THE COURT: Okay. I hear what you're saying.

MR. HOLDER: I just - -

THE COURT: I'll entertain whether they get to testify or not is a decision we'll have to make during trial to have to be dependent of the reason that they're called.

MR. HOLDER: I didn't know if you wanted to hear a motion. I mean you're going to be the one trying the evidence so.

THE COURT: Well, I'll tell you there are different reasons that people can or cannot be called as witnesses. Certain of those witnesses must be disclosed in discovery, some of them don't necessarily have to be disclosed in discovery.

MR. HOLDER: I'll review the Rules.

THE COURT: I will review a motion if they are called and I'll hear the motion and I'll make a decision as to whether they will be permitted to testify. Okay?

MR. HOLDER: Okay, thank you.

THE COURT: I understand what you’re saying. Anything else then?

MR. PEMBROKE: No, Your Honor.

THE COURT: Mr. Kline?

MR. KLINE: No, Judge.

THE COURT: Mr. Holder?

MR. HOLDER: No, sir, thank you.

THE COURT: Okay, I’ll see you all two Tuesdays from now.

END OF PROCEEDINGS AT 2:19 P.M.

DIGITALLY SIGNED CERTIFICATE

I HEREBY CERTIFY that I reported verbatim by electronic device the proceedings in the matter of, *Jeffrey Young v. Justin Holder, et al.,* Case No. C-21-CV-20-371 in the Circuit Court for Washington County, on June 7, 2022, before the Honorable Andrew F. Wilkinson, Judge.

I further certify that the proceedings were transcribed by me to the best of my ability in a complete and accurate manner, and page numbers 1 through 43 constitute the official transcript of the proceedings.

In witness whereof, I have affixed my signature this 6th day of July, 2022.

Linde M. Cessna

Linde M. Cessna
Court Reporter

E-FILED; Washington Circuit Court
Docket: 7/3/2023 12:31 PM; Submission: 7/3/2023 12:31 PM
Envelope: 13226165

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JEFFREY YOUNG

Plaintiff

v. CASE NO.: C-21-CV-20-000371

JUSTIN HOLDER, *et al.*,

Defendant(s)

* *

NOTICE OF APPEAL

COMES NOW Defendant, Justin Kyle Holder, in proper person, and files this Defendant's Notice of Appeal, in accordance with MD Rule(s) 8-202 & 15-502(f); MD. Courts and Judicial Proceedings Code Ann.§§ 12-301 & 12-303; and hereby appeals this courts June 13, 2023 (revised) Opinion, June 14, 2023 (revised) Order(s) & Injunction of Defendant from public ways.

Respectfully submitted,

Justin K Holder

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 3rd day of July, 2023, a copy of the foregoing Defendant's Notice of Appeal was served via the MDEC system to parties of record:

Victor Cretella, Esq.,
Brandy Peeples, Esq.,
Robert Kline, Esq.,
Justin Holder, *Pro Se*

Justin K. Holder, *Pro Se*

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEEFREY YOUNG

Plaintiff

v.

JUSTIN HOLDER, *et al*.

Defendants

Case No. C-21-CV-20-000371

Notice of Appeal

SIR/MADAM CLERK:

Please be advised that Defendant, Uncle Eddies Brokedown Palace, LLC, notes an appeal to the Court of Special Appeals in the above-captioned matter.

/s/Robert L. Kline, III
Robert L. Kline, III, AIS #8712010325
73 N Main Street
Port Deposit, MD 21904
410 790 2654
Email: klinelawgroupllc@gmail.com
MDEC efile: klinelawgroupllc@gmail.com

CERTIFICATE OF SERVICE

I hereby swear that a copy of the aforesaid Notice of Appeal has been electronically e-filed through MDEC with the Clerk of Circuit Court for Washington County and all appropriate parties involved, this 6 day of July 2023.

/s/ Robert L. Kline, III
Robert L. Kline, III

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY MARYLAND

JUSTIN HOLDER	*	CASE NO.: C-21-CV-20-000371
Defendant	*	And
	*	CASE NO.: C-21-CV-20-000430/130
	*	
v.	*	
Benjamin Estes,	*	
Jeffrey Young, et al.	*	
	*	
Plaintiff(s)	*	
	*	
	*	

* ** *

Bill Quia Timet

Now Comes Justin Holder, in proper person and does humbly make Petition to the Honorable Court to prey Bill Quia Timet. Petitioner Justin Holder offers bond of $2500 and my word that my cause is that of Judicial Economy and Good Faith. I offer
Bond to the Honorable Clerk to pay cost as the clerk deems appropriate, in holding a hearing of my Bill Quia Timet at the Epicenter of all Matters
relevant to the Litigation in Circuit Court of property line disputes in Case(s) C-21-V-20-000371/130/430, Benjamin Estes/Jeffrey Young et al. v.
Justin Holder, et al.

That Petioner's only request of the Honorable Court is to Decide the Law as Harsh at it may be, and Petioner will have his equity as Harsh at that may be.

In Fear and Aprehension of

(Standing)

Defendant is "Stakeholder" with no direct coarse of action to Defend his rights and is in fear of loosing 16 years of Liberty and the entirety of his Freehold Estate in Land he is Seisen, if the co Defendants do not vigilantly defend there estate or the Law is not upheld.

The Epicenter of this Matter is Defined in Petitioner's Deed Filed with the Honorable Clerk at Liber 6414 Folio 219 et seq. , as a Stone well placed in Law 2 Centuries prior which Stands Tall and true today, as it did in the year of 1832.

That Petitioner has made his claim Notoriously in Land Records to the Lands in which he is Seison, and preys this court relief from the Economic Injury being inflicted upon him self's and family by the Plaintiff(s). That Petitioner Justin Holder is in "actual possession" and does have exclusive dominion of part of his land, and is therefore in "constructive possession" of the entirety of land described in his Deed Title.

The Petitioner states in Good Faith and the interest of Judicial Economy and Expediency that there is but one Relevant Fact before this court, and the decision of that fact is not a difficult decision at all, as all the evidence the Honorable Court requires is available in the Grantor/Grantee Index, and Kindly provided in Supoena Duces Tecum served on Fox Associates Engineers. That Expert Testimony has been Provided by Expert Surveyor Frederic Frederick in Interpretation of said Deeds on April 27th, 2021.

Petitioner doth humbly request 5 minutes of the honorable courts time in presentation of a 3 minute video record of the April 27th, 2021 Deposition of Expert Frederic Frederick, and the courts review of the Indenture Located at Liber N. N. Folio 520 of the Washington county Land Records.

Petitioner preys the Honorable Courts relief in holding the presentation on the Lands Petitioner is Seison in. Such that the Honorable Court may Look upon the Lands and Monuments as the Honorable Court pleases.

That Deputy States Attorney Joseph Michael requested Defendant to file Petition with Chancellor in Equity before the State would dismiss Criminal Charges of Trespass on the very lands of this dispute. That Defendant need not Plead Equity, Defendant only needs to Plead in Law, and by means of Recorded Title to Lands in which he is Seisen, or co Defendants are Seison.

That Plaintiff Benjamin Estes has filed among other charges; criminal trespass charges against Justin Holder with a picture conspictuously placed in the charging documents, of Defendant Justin Holder standing waist deep in the Waters of the Little Antietam Creek. That Plaintiff Benjamin Estes has filed advertisement claiming Plaintiff as sole right to the waters and fee beneath the Little Antietam Creek in Tax District 19, Keedysville, MD. That in 1632 King Charles of England did bestow upon Cecielius Calvert, Lord of Baltimore the rights of his disciples to fish the waters and dry the fish upon their shores.

Plaintiff(s) has sued the Defendants in complaint for injunctive relief under Real Property Article 14-108, Declaratory Judgment and damages alleging Trespass. Because certain material facts stated herein are not disputed, and because the straightforward application of the law to those facts compels but a single result, the expeditious resolution of these issues will significantly narrow the totality of issues required to be tried to verdict in this matter.

Undisputed Facts

- That Jeffrey Young, Benjamin Estes, Justin Holder, Uncle Eddie's brokedown palace LLC and Deena Holder are neighbors and share boundary lines.

- That the same surveyor has surveyed the properties of 4/5 of the parties named in 1.

- That Plaintiff Benjamin Estes owns real property abutting Plaintiff Jeffrey Young, and said property is benefited by a record title Right of Way, over and through the Lands of Plaintiff Jeffrey Young. More particularly described in Liber 434 Folio 776 et seq. in Washington County Land Records.

- That Defendant's Deena Holder and Uncle Eddies Brokedown palace LLC own Real Property that is Benefited by a record title Right of Way over and through lands claimed by Defendant Justin Holder and Plaintiff Jeffrey Young.

- That this Defendant has been served Interrogatories and answers to Interrogatories and the witness list are remarkably similar and in some cases identical.

- That Benjamin Estes in deposition under Oath on April 30th, 2021 was unable to provide a clear answer as to his possession and our record title metes and bounds in the area in which he abuts Plaintiff Jeffrey Young's property and or possession lines.

- That Benjamin Estes in deposition under Oath on April 30th, 2021 stated the common factor in both lawsuits C-20-CV-20-000430/371 as Justin Holder.

- That on July 30th or 31st, 2021 Tracy Clabaugh, ESQ. and admitted title and easement expert testified unambiguously the Right of Way benefiting Deena Holder and Uncle Eddie's brokedown palace LLC was of record, a valid instrument, and has not been extinguished by express instrument.

- That Justin Holder's Deed located at Liber 6414 Folio 219 et seq. in Washington County Land Records unambiguously states the lands contained therein are subject to the "wagon road Right of way" as described in the deeds of Defendant's Deena Holder and Uncle Eddies brokedown palace LLC, Liber 6468 Folio 345et seq. and Liber 6485 Folio 244 et seq. in Washington County Land Records.

- That the Metes and Bounds description of "wagon road right of way' as described by deed in 1872 Liber wmckk6 Folio 363 of the Washington County Land Records (Master Parcel for Deena Holder and Uncle Eddie) from Aaron Cost and Melinda Cost states the road follows the Cost (Deena Holder and Uncle Eddie's predecessor)/ Keedy (referring to J.H. Keedy a Plaintiff Jeffrey Young predecessor) division line.

- That the Monument (Epicenter) called for at the beginning of Plaintiff Jeffrey Young predecessor Deed at

Liber 434 Folio 776 et seq. in Washington County Land Records is the same monument used in 1832 to locate the boundary of the COST/KEEDY division line described in 'wagon road right of way", and the first monument used to describe lands of Justin Holder's land at Liber 6414 Folio 219 et seq. in Washington County Land Records.

- That the easement benefiting lands of Plaintiff Benjamin Estes recorded after the description of lands of Harry Wickline (Predecessor to Plaintiff Jeffrey Young) on Deed at Liber 434 Folio 776 et seq. in Washington County Land Records, does not contain a precise metes and bounds description.
- That the Monument (Epicenter) that is the beginning of the description of Real Property on Defendant Uncle Eddies brokedown palace LLC's deed has been located by Professional Land Surveyor George Nagel, and begins a shared boundary with Benjamin Estes.
- That Professional Land surveyor George Nagel has properly located the Monument (Epicenter) that is the First call on the Plaintiff Jeffrey Young Predecessor and Defendant Justin Holder deeds, and made plat of same and location of access easement. Deena Holder has recorded access easement in Washington County Land Records at Liber 6485 Folio 244 et seq. 3
- That in Washington County Land Record located at Liber N. N. Folio 520 is deed dated 1832 Granted by David Hess to Samual Cost(Aaron's father) the monument described in paragraph 14 is the beginning of an 8 perch line and the monument described in paragraph 13 is at the end of said line of deed N. N. 520.

LEGAL STANDARD - Bill Quia Timet

- "The principle upon which chancery acts in such cases is that the value of property in land lies in its marketable title and the right to its quiet possession, and **that sometimes justice requires that the owner should not have its worth materially depreciated by the chilling effect, for an indefinite time, of an invalid, although not actively asserted, claim, which, if enforceable, would cause him a loss; and so, he is entitled to have the questions affecting his rights forthwith determined by having the claim immediately established and enforced or his estate made secure against its operation. In this way bills quia timet anticipate and guard against future and contingent injuries and assure the estate of the owner." [Emphasis Added]**

Cherry v. Siegert, 136 A. 2d 754 - Md: Court of Appeals 1957

The scope of relief at common law, under a bill quia timet 476*476 to quiet title or remove a cloud, has probably been somewhat enlarged by Code (1957), Art. 16, sec. 128. Cf. Shapiro v. County Comm., 219 Md. 298, 301. But, unlike the statutes of some states, our statute has not dispensed entirely with the necessity of showing possession, actual or constructive. See Thomas v. Hardisty, supra, and Cherry v. Siegert, 215 Md. 81, 85. That section authorizes a suit in equity to quiet title by a person "being in actual peaceable possession of lands * * * or, in the event said lands be vacant and unoccupied, in constructive and peaceable possession thereof, either under color of title, or under claim of right by reason of his or his predecessor's adverse possession for the statutory period * * *." **The bill in the instant case does not allege that the lands are vacant and unoccupied, nor does it allege any other facts tending to show that there is not an adequate remedy at law, which is sole ground of equity jurisdiction. In this respect the bill is clearly open to demurrer.** [Emphasis Added]

The appellees further contend that the bill is demurrable on the ground that copies of the various deeds, wills and agreements in the complainants' recited chain of title were not filed with the bill. Maryland Rule 170 b does not require that all documents referred to, but not as exhibits, be filed with a bill. (Rule 170 b 2 makes special provision for injunction and receiver cases.) **Under Rule 326, written documents upon which a cause of action is founded, in law or in equity, are required to be filed "upon written demand of the opposite party served upon him within the time allowed for pleading". We find nothing in the present rules to indicate that failure to file documents merely referred to in the complaint, and upon which general relief depends, would open a bill to demurrer.** It is a matter of proof, rather than of the sufficiency of the allegations. That seems to have been the effect of the holding in Warczynski v. Barnycz, 208 Md. 222, 226, although the point was termed "academic" after the trial of the case. **We see no reason, under the present rules, why a demurrer should lie to a bill which states a good cause of action, on this ground, despite intimations to the contrary** in Haldas v. Commissioners of Charlestown, 207 Md. 255, 261, Kahn v. Janowski, 191 Md. 279, 284, and Beachey v. Heiple, 477*477 130 Md. 683, 693. In all those cases it was held that failure to file documents referred to would not preclude general relief, or justify a dismissal of the bill. Where documents are referred to in a bill as exhibits, of course, Rule 170 b requires that copies be filed before process may issue. [Emphasis Added]

Barnes v. Webster, 154 A. 2d 918 - Md: Court of Appeals 1959

The relief sought by the appellee is essentially legal, and clearly available in ejectment. While title to real estate may sometimes be adjudicated in equity on a bill quia timet, this is not such a case because the complainant alleged she was not in possession. Kelly v. Nice, 141 Md. 472, 119 A. 333; Schultz v. Kaplan, supra; Redwood Hotel v. Korbien, 195 Md. 402, 73 A.2d 468. The case of Smith v. Shiebeck, 180 Md. 412, 24 A.2d 795, relied on by appellee, does not support her contention. It is distinguishable, for there irreparable injury from interference with a right of way, without opportunity for timely redress at law, was claimed. Here title to a piece of land is the only matter in issue, and no special circumstances for equitable consideration appear. Where the object of a proceeding is to obtain possession, the remedy is ejectment**. Equity entertains jurisdiction where, although the complainant fears vexatious litigation due to a cloud on his title, he nevertheless cannot sue in ejectment because he is already in possession. The ground of equity jurisdiction in such a case is that being in possession he is denied a remedy at law**. [Emphasis Added]

In the instant case complete relief could be given in the legal forum, and if the appellee should prevail in ejectment this would effectually terminate any cloud on her title which she fears from the recent recording by the appellants of the original agreement between the appellee and Haviland, and of the assignment of that agreement to them. If appellee wished additionally the incidental advantage of a specific declaration, either affirmative or negative in form, as to the status of the recorded documents, that would be available to her under Article 31A, Section 6, 1951 **Code in a proceeding for a declaratory judgment at law, but not by resort to equity.**

Glorius v. Watkins, 102 A. 2d 274 - Md: Court of Appeals 1954

Legal Standard - Declaratory Judgment

Courts and Judicial Proceedings, Title 3 - Courts of General Jurisdiction -- Jurisdiction/special Causes of Action, Subtitle 4
- Declaratory Judgment

§ 3-405. Parties; role of Attorney General

- (1) If declaratory relief is sought, a person who has or claims any interest which would be affected by the declaration, shall be made a party.

  (2) Except in a class action, the declaration may not prejudice the rights of any person not a party to the proceeding.

- In any proceeding which involves the validity of a municipal or county ordinance or franchise, the municipality or county shall be made a party and is entitled to be heard.

- If the statute, municipal or county ordinance, or franchise is alleged to be unconstitutional, the Attorney General need not be made a party but, immediately

> after suit has been filed, shall be served with a copy of the proceedings by certified mail. He is entitled to be heard, submit his views in writing within a time deemed reasonable by the court, or seek intervention pursuant to the Maryland Rules.

The question before Judge Dwyer, therefore, was one of fact in resolving a boundary dispute. Indeed, the determination of the boundary line in this case (whether along the Existing Fence line as asserted by the Nowaks or some distance west of the Existing Fence as asserted by the Webbs) is a fact-intensive query based on testimonial and/or demonstrative evidence. 594*594 Even counsel for the Webbs stated at trial that he "recogniz[ed] that there are issues of fact here...." As the Nowaks pointed out, "[the] inquiry, by its very nature, must involve comparing the Wolf deed to conditions in the field—e.g., the location and condition of the [Existing Fence], the location of the Private road and County road, the location of other monuments ... [the] topography of the land ... and even the location of surveyors' pins...." **Accordingly, we would consider without deference to the lower court's decision regarding the legal interpretation of a deed only after the proper location of the disputed boundary line has been established by an adequate factual record.** See, e.g., White v. Pines Community Improvement Ass'n, Inc., 403 Md. 13, 31, 939 A.2d 165, 175 (2008); YIVO Inst. for Jewish Research v. Zaleski, 386 Md. 654, 662-63, 874 A.2d 411, 415 (2005) (quoting Nesbit v. Gov't Employees Ins. Co., 382 Md. 65, 72, 854 A.2d 879, 883 (2004)). [Emphasis Added]

Webb v. Nowak, 72 A. 3d 587 - Md: Court of Appeals 2013

"As a general principle, descriptions of quantity are `considered inferior' to other forms of descriptions, including 10*10 `calls for courses and distances.'... `Quantity is ordinarily not controlling, unless there are no calls for monuments or for courses and distances set out in the deed.' ...

"Moreover, a description of quantity is even less authoritative if it contains qualifying terms, such as `more or less.'[[7]]... In Brodsky v. Hull, 196 Md. 509, 77 A.2d 156 (1950), the Court of Appeals stated:

`It is a firmly established rule in this State that where it appears by definite boundaries, or by words of qualification, such as "more or less," in a contract of sale that the statement of the quantity of land is mere estimation and description, and not of the essence of the contract, the buyer takes the risk of quantity, and is not entitled to an abatement of price on account of a deficiency, in the absence of fraud.'

[Brodsky, 196 Md. at 514, 77 A.2d at 158.] ...

"Calls to monuments, both natural and artificial, are the most reliable means of determining the proper location of boundaries. [4 Herbert T.]Tiffany [& Basil Jones, Real Property] [] § 994 [(1975, Supp.2006)]. Moreover, `[t]he line of an adjacent tract, if known or established, may as well be a call in a deed as a natural object.' Dundalk Holding Co. v. Easter, 195 Md.[488,] 495[, 73 A.2d 877, 879 (1950),].... Indeed, a call to an adjoining boundary controls over most other methods of description....

"In our view, therefore, the latter description, which is based on calls to adjoining boundaries, is of greater reliability. The deed patently states that Parcel 146 is 64 feet along what is now Elm Street. That language is not ambiguous on its face, and therefore we must assume it expresses the intent of the parties to the deed. That intent can easily be applied to the present boundary dispute. The western boundary of Parcel 146, where it abuts Parcels 236, 292, and 152 is undisputed. Thus, the eastern boundary of Parcel 146, i.e., the boundary at issue, is 64 feet from the western boundary of Parcel 146." (Footnotes added.) (Some citations omitted.)

Union United v. Burton, No. 2744, slip op. at 17-23 (July 18, 2007).

More than a half-century ago, we reiterated the same principles in respect to matters of survey and boundary line disputes. We said in Dundalk Holding, supra, as follows:

"The issue is a narrow one, involving merely a problem of conflicting surveys. The issue is fundamentally one of fact and the established rules as to preference are simply guides to ascertain the intention of the parties. Calls for monuments, natural or artificial, generally prevail over courses and distances. The line of an adjacent tract, if known or established [or undisputed], may as well be a call in a deed as a natural object....

"Whatever doubts may exist as to the location of the 25 perch line in the Marx 11*11 deed, it seems clear that the alternate call to the southwest boundary of the Gulf Oil Corporation lot cannot be disregarded.... If the parties adopted that as a fixed point of reference it is immaterial whether it was correctly located by the City in the first instance."

Dundalk Holding 195 Md. at 494-95, 73 A.2d at 879.

We agree completely with Judge Kenney's statement of the applicable law and his assessment for the Court of Special Appeals of the correct boundary between Parcels 144 and 146.

Accordingly, we shall remand this case to the Circuit Court for Prince George's County, with directions to the Circuit Court to enter a declaratory judgment that the boundary line between Parcels 144 and 146, the boundary line at issue in this case, is situate 64 feet easterly of the undisputed western boundary line of Parcel 146, i.e., the boundary line between Parcel 146 and Parcels 236, 292, and 152.

Union United Methodist v. Burton, 948 A. 2d 1 - Md: Court of Appeals 2008

Argument - Declaratory Judment of the Monument

That Plaintiff Jeffrey Young has requested complete adjudication and relief from uncertainty, and to question the construction or validity arising under the instrument and may obtain a Declaration of rights in paragraph 5 and 6 of complaint.

- The purpose of the Declaratory Judgment Act as stated in Courts and Judicial Proceedings Article Section 3-402, is to settle and afford relief from uncertainty with respect to rights, status, and other legal relations. The. statute is to be liberally construed and administered (Courts and Judicial Proceedings, Section 3-402).

- The Courts and Judicial Proceedings Article Section 3-406, provides that any person interested under a deed may request the court to determine any question of construction or validity arising under the instrument and may obtain a Declaration of rights, status, or other legal relations under it (Courts and Judicial Proceedings, Section 3-406).

That Defendant Justin Holder is a humble man of little finance, and is appearing before the Honorable Court in proper person.

That upon Declaratory Judgment by the Honorable Court as to the legitimacy of the monument is of the utmost relevance to this matter, and all other matters may expediently move forward as prescribed in Law.

Wherefore:

Wherefore the Defendant humbly requests Declatory Judgement that the Stone described in Deed held by the Honorable Clerk of the Court in the Washington County Land Records Liber 6414 Folio 219 et seq. as the Beginning Stone of Lands of Justin Holder is the same monument as described in title Deeds of the Plaintiff Jeffrey Young's predessor title deeds located at Liber 434 Folio 776 et seq. of the Washington County Land Records.

Verification

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the Undisputed Facts section, 15 facts stated, under the "Undisputed Facts" headings are true and correct.

Justin K Holder

Justin Holder

AND

I HEREBY CERTIFY that this document does not contain any restricted information.

Justin K. Holder

Justin K. Holder, Pro Se
308 W. Chapline St.
Sharpsburg, MD 21782
(240) 356 - 2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of May 2021, a copy of the foregoing Bill Quia Timet was served via the MDEC system on:

Brendan M. Callahan, ESQ. Attorney for Plaintiff Benjamin Estes,

Aaron Neal via MDEC Attorney for Plaintiff Benjamin Estes,

Roland David Pembroke via MDEC Attorney for Plaintiff Jeffrey Young,

and

Matthew Ruble via MDEC Attorney for Deena Holder and Uncle Eddies brokedown palace LLC

Justin K. Holder

Justin Holder, Pro Se

E-FILED; Washington Circuit Court
Docket: 5/26/2021 12:50 PM; Submission: 5/26/2021 12:50 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER, et al. *
DEFENDANT *
*

OPPOSITION TO BILL QUIA TIMET AND REQUEST FOR DECLARATORY JUDGMENT

COMES NOW Plaintiff, Jeffrey Young, by and through undersigned counsel, and files this Opposition to Bill Quia Timet and Request for Declaratory Judgment and states s grounds therefore as follows:

1. That Defendant Justin Holder has filed what is captioned as “Bill Quia Timet”. “Quia Timet” is a Latin term meaning “because he fears or apprehends.”

2. That Defendant fails to explain in said Bill exactly what he fears or apprehends.

3. That some of the “undisputed facts” contained in said Bill are in fact disputed by the Plaintiff and form the basis of Plaintiff’s suit to Quiet Title to Plaintiff’s real property.

4. That apparently Defendant is seeking a Declaratory Judgment of the “monument” that is described in a deed (Liber 6414 Folio 219 et.seq.)

5. That Plaintiff’s suit, when resolved by the Court, will adjudicate the parties’ respective rights regarding the property involved and granting a Declaratory Judgment as requested by the Defendant is an inappropriate legal vehicle to be utilized in this context, Clearly, the Defendant does not understand the application of a Declaratory Judgment in a case.

6. That “Quia Timet” refers to some potential future probable injury to someone’s rights and interests. The issues are currently pending before this Court thus protecting all parties’ rights and interests in this matter.

WHEREFORE, Plaintiff, Jeffrey Young, respectfully requests this Honorable Court:

A. Deny Defendant's Bill Quia Timet and the relief requested therein, with prejudice;

B. Grant Plaintiff such other and further relief as his cause may require.

Respectfully submitted,

R. David Pembroke 8205010237
21Summit Avenue
Hagerstown, MD 21740
(301) 791-5674
Attorney for Plaintiff
Rdpembroke1954@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Opposition to Bill Quia Timet and Request for Declaratory Judgment was emailed this 26th day of May, 2021, to Justin Holder jholder2004@gmail.com, Robert Kline, III, Esquire at rkline@cookeandkline.com and Matthew Ruble, Esquire, at matt@mbrlaw.com.

R. David Pembroke

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER, et al. *
DEFENDANT *
*

OPPOSITION TO MOTION TO ALTER OR AMEND JUNE 9TH, 2021 ORDER DISMISSING BILL/MOTION/DECLARATORY JUDGMENT WITH PREJUDICE

COMES NOW Plaintiff, Jeffrey Young, by and through undersigned counsel, and files this Opposition to Motion to Alter or Amend June 9th, 2021 Order Dismissing Bill/Motion/Declaratory Judgment with Prejudice and states therefore as follows:

1. That the Plaintiff Opposes the Motion to Alter or Amend June 9th, 2021, Order Dismissing Bill/Motion/Declaratory Judgment with Prejudice.

WHEREFORE, Plaintiff, Jeffrey Young, respectfully requests this Honorable Court:

A. Deny Defendant's Motion to Alter or Amend June 9th,2021 Order Dismissing Bill/Motion/Declaratory Judgment with Prejudice and the relief requested therein, with prejudice;

B. Grant Plaintiff such other and further relief as his cause may require.

Respectfully submitted,

R. David Pembroke 8205010237
21Summit Avenue
Hagerstown, MD 21740
(301) 791-5674
Attorney for Plaintiff
Rdpembroke1954@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Opposition to Motion to Alter or Amend June 9th, 2021 Order Dismissing Bill/Motion/Declaratory Judgment with Prejudice was emailed this 11th day of June, 2021, to Justin Holder jholder2004@gmail.com, Robert Kline, III, Esquire at rkline@cookeandkline.com and Matthew Ruble, Esquire, at matt@mbrlaw.com.

____
R. David Pembroke

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JEFFREY YOUNG

Plaintiff

v. CASE NO.: C-21-CV-20-000371

JUSTIN HOLDER, Et Al

Defendant(s)

* *

LINE - Expert Witness Discovery Dispute

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Line in accordance with the case management order, requesting permission to file discovery Motions under Rule 2-431, 2-432 and 2-433.

The very narrow issue Defendant Holder is attempting to resolve is Expert Communications and opinions between Plaintiff Jeffrey Young and his designated experts. Plaintiff has not produced any communications or reports from a survey Expert locating with metes and bounds the area of land Plaintiff claims to have adversely possessed and in the Defendant's original answer "***Defendant specifically denies the accuracy of said plat.[2499]***" Garrett Culler and Todd Moser (the "County Experts") were deposed early on in the instant case, then 3 month's after the deposition, the County Experts apparently signed affidavits[1] that substantively differ from prior testimony. The County writ' large has NOT produced any communications between Plaintiff and the County experts in deposition, a letter on Dec. 8th, 2021 specifically stating *inter alia* "The County reviewed its files and the County possesses no responsive communications between the County, or its employees, concerning County employees participating as expert witnesses in that case." The position that the County Experts affidavits just magically appeared 3 months after their depositions is untenable, and therefore Plaintiff must have some communications that are related to them.

---

[1] Plaintiff attached the affidavits as exhibits in Opposition to Deena Holder's Motion to Dismiss.

Plaintiff requires an expert surveyor to describe the land he has allegedly possessed. Plaintiff has withdrawn Expert Frederic Frederick, Expert Christopher Joliet adamantly proclaimed in deposition he is not a surveyor, and had no survey training and The County Expert's clearly stated they never surveyed the subject property or studied deeds in the early depositions. On November 13th, 2021 Defendant Holder sent Plaintiff a detailed discovery letter in accordance with Rule 2-431 requesting the expert communications. Having no response on Jan. 9th, 2022, the Defendant sent ***Gmail - Final Demand - Rule 2-431 Good Faith Certification - Immediate Response Requested,*** demanding documents and answers with specific discovery request cited as required by Rule 2-431, which were not produced.

Maryland Rule 2-432(a) specifies that a party may move for immediate sanctions without first obtaining an Order compelling discovery if the party "fails to serve a response to interrogatories under Rule 2-421 or to a request for production or inspection under Rule 2-422…[.]" Defendant request to move for immediate sanctions which include "An order that the matters sought to be discovered, or any other designated facts shall be taken to be established for the purpose of the action in accordance with the claim of the party obtaining the order;" *Rule 2-433 - Sanctions, Md. R. Civ. P. Cir. Ct. 2-433(a)(1)* as it relates to the Defendant's claim "***that plat 2499 is not accurate***" should be found in his favor, as Plaintiff has failed to produce an expert that can contradict the Defendants claim, made under oath, 30 days after service of Plaintiff's complaint. The expert that produced plat 2499 refuses to come to Court to defend the work and Plaintiff has had ample opportunity to locate, and produce an expert willing to testify about plat 2499 and neglected to do so. Plat 2499 is not accurate and Plaintiff exhibit should be stricken in accordance with Rule 2-433, as Plaintiff failed to prove his point with Expert testimony despite having over 18 month's to do so.

The Defendant's Motion will include: a) specific transcripts and discovery to support his allegations, b) the appropriate grounds and authorities and will be less than 10 pages. This is a straight forward request, and as harsh at it seems brought on by the Plaintiffs own neglect.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of April, 2022, a copy of the foregoing Line was served via the MDEC system to :

Edward Kuczynski, Esq.,
Kevin Karpinski, Esq.,
R. David Pembroke, Esq.,
Brandy Peeples, Esq.,
Robert Kline, Esq.,
Justin Holder, *Pro Se*

Justin K. Holder, *Pro Se*

Gmail

Justin Holder <jholder2004@gmail.com>

Final Demand - Rule 2-431 Good Faith Certification - Immediate Response Requested.

4 messages

Justin Holder <jholder2004@gmail.com> Sun, Jan 9, 2022 at 12:41 PM
To: David Pembroke <rdpembroke1954@gmail.com>
Cc: Brandy Peeples <brandy@peeples-law.com>, klinelawgroupllc@gmail.com, Kevin Karpinski <kevin@bkcklaw.com>, "Downey, Kirk" <kdowney@washco-md.net>
[redacted]

Mr. Pembroke,

I require an immediate response to the request for Production of Documents. Please see below and attached.

Request for Production of Documents Served:
//

DOCUMENT SCHEDULE

1. Copies of any signed or recorded statements made by the Petitioner, or his agents, servants and/or representatives relevant to the subject occurrences.
2. Copies of all documents upon which you will base any portion of any claim or defense on which you intend to rely at trial.
3. Reports and records of any and all experts you intend to call at trial.
4. Resumes of all experts you intend to call at trial.
5. All notes, diagrams, photographs, or other documents shown or provided to any expert you expect to call as an expert witness at trial.
6. All reports, memos, notes or other documentation kept during the ordinary course of business relevant to the subject occurrences.
7. All correspondence sent to or received from any source relevant to the subject occurrence.
8. All documents to which you referred in your Answers to Interrogatories.
9. Any and all documents upon which you relied in making your Answers to Interrogatories.

//

Plaintiff Answer to Request for Production of Documents:

1. The Plaintiff has documents pertaining to request numbers **1, 2, 5, 7,8, 9**, 10, 11, 12, 14, 15, 17, 19, 20, 21, 22, 24 26 and 28.
2. The Plaintiff has no documents to produce or they are not in the possession of the Plaintiff for all other requested numbers

//

I am requesting a response for RPD's 3, 4, 6 and a supplement of RPD 1. Your prompt attention in this matter is critical as it relates to the potential burden Plaintiff is forcing this Defendant and non-parties to go through in order to discover these communications. Without answer by January 14th, 2022, I will be forced to file a Motion to Compel and for sanctions as the close of discovery is just around the corner in March.

Respectfully,

Justin Holder

Attached: November 13th, 2021 Good Faith Letter to obtain Expert Resumes and Communications

Re: Expert Designation - Good Faith Discovery Letter.pdf
111K

David Pembroke <rdpembroke1954@gmail.com>
To: Justin Holder <jholder2004@gmail.com>

In response to your email dated January 9m 2022,
A. Document schedule---Your "Request" will be reviewed promptly and any appropriate response provided.
B. Answer to Request for Production of Documents (1 and 2)---Initial responses were previously provided.

It is unclear what you are requesting at this time. If you would indicate specifically what you are requesting or your concerns, they can be addressed.

C. Response to your request RPD (1,3,4 and 6) ---Please be advised that at this time no additional documents are in the possession of the Plaintiff.

It is not our intention to unduly burden anyone including Defendants or non-parties. However, your requests for discovery have been extensive.Therefore, requiring additional time in which to respond.

With respect to your email of January 7, 2022 in regards to Mr. Christopher Joliet's deposition. Mr. Joliet has informed me that he is not available after working hours or on the weekends to be deposed. Obviously, taking time to conduct and attend a deposition is somewhat inconvenient for all concerned.
I purpose that you provide a schedule of several potential dates and times to take the deposition. I will check for Mr. Joliet's and my availability. It is customary to clear deposition dates with counsel and parties before they are scheduled.

I look forward to hearing from you.

Regards,
R. David Pembroke

[Quoted text hidden]

Justin Holder <jholder2004@gmail.com> Fri, Jan 14, 2022 at 2:43 PM
To: David Pembroke <rdpembroke1954@gmail.com>

Mr. Pembroke,

I need the Expert Communications we have been discussing for months produced immediately. I will be filing a Motion to Compel this Weekend.

The Deposition date was discussed, and you slumbered.

I will be conducting the deposition as scheduled.

Regards,

Justin Holder

[Quoted text hidden]

Justin Holder <jholder2004@gmail.com> Sun, Jan 16, 2022 at 1:42 PM
To: David Pembroke <rdpembroke1954@gmail.com>
[redacted]

Mr. Pembroke,

I am going to delay the Motion to compel expert reports and communications.

I am working through our communications currently.

I believe I can just file a Motion in limine that will preclude the county guys in totality; and a large portion of Joliet.

I still want the communications and documentation, and hope you will provide.

However I am reflecting on what the Honorable Mark Boyer opined on October 15th, 2021, and relying on same.

Respectfully,

Justin Holder
[Quoted text hidden]

KARPINSKI, CORNBROOKS & KARP, P.A.
ATTORNEYS AT LAW
120 East Baltimore Street, Suite 1850
Baltimore, Maryland 21202-1617

KEVIN KARPINSKI *
E. I. CORNBROOKS, IV
MICHAEL B. RYND

J. MICHAEL COLLITON *
DANIEL M. SCAPARDINE
JASON C. PARKINS
ASHLEY C. FISHER

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Telephone 410-727-5000
Facsimile 410-727-0861
Email: kevin@bkcklaw.com
Website: www.kcklegal.com

DANIEL KARP *
OF COUNSEL

RICHARD T. COLARESI
RETIRED

December 7, 2021

via email Jholder2004@gmail.com only
Justin Holder

RE: PIA Request to Washington County
My File No.: 341-125

Dear Mr. Holder:

Thank you for meeting with me to discuss your outstanding Public Information Act ("PIA") requests with Washington County (the "County"). During our meeting, you agreed to extend the County's response to said PIA requests until December 12, 2021. My office has been in contact with the County regarding your outstanding PIA requests, and the County has provided the following responses/documents thereto:

1. Your October 2, 2021, PIA request concerning the County's email retention policy and a copy of any contract concerning offsite cloud backup: The County has no records responsive to this request. The County does not maintain an email retention policy and there are no specific default periods by which County email users operate in relation to a final purge of deleted emails. The County does not have a contract with any party that provides offsite cloud backup services.

2. Your October 6, 2021, PIA request concerning a list of email correspondences from Frederic Frederick (Fred@FSA-MD.com) from January 1, 2020 through September 1, 2021. Specifically, you were interested in emails from Mr. Frederick concerning a June 8, 2020, letter that Mr. Frederick allegedly sent to the Department of Labor, Licensing and Regulation ("DLLR"). You agreed to accept a spreadsheet identifying email correspondences involving Mr. Frederick. A copy of said spreadsheet is attached. However, the County's Director of Water Quality Reports suggested that none of those emails pertain to the June

8, 2020 letter that Mr. Frederick allegedly sent to DLLR.

3. Your October 25, 2021, PIA request, in which you sought all County correspondences with Jeffrey Young or his attorney (David Pembroke) concerning County employees acting as expert witnesses in Case No.: C-21-CV-20-000371, as well as an accounting of time spent by County employees testifying or preparing affidavits in that case, expenses paid by the County, fees received by the County to compensate employees, any County policy regarding County involvement in third-party property disputes, any correspondence related to the use of County employees as expert witnesses in third party property disputes, and any conflict of interest sheets: The County reviewed its files and the County possesses no responsive communications between the County, or its employees, concerning County employees participating as expert witnesses in that case. With regard to the County policy concerning County involvement in third-party property disputes and correspondence related to the use of County employees as expert witnesses in third-party disputes or any conflict of interest sheets, the County reviewed its files and has no records responsive to this portion of your request.

The County indicated that neither Mr. Cullen nor Mr. Moser recall having any direct contact with Mr. Young. Their only contact with Mr. Pembroke was during their depositions in that case. In response to the portion of your request in which you sought an accounting, the time dedicated to that case by County employees totals approximately forty-eight (48) hours between Mr. Culler, Mr. Moser, and staff within the County Attorney's Office. With regard to expenses paid by the County in that case, the County expended a total of $1,193.25 for the certified copies of the transcripts of the Mr. Culler's and Mr. Moser's depositions. No other fees were received or expended by the County in reference to this matter.

4. Your March 9, 2021 and April 29, 2021 PIA requests in which you sought a single document that indicates that the County is not required to connect property located within an S1 sanitary district to a municipal sewer system: The County Attorney's office produced the following emails and letters, copies of which are attached.

5. Your May 4, 2021, PIA request, in which you sought all correspondences between the County and the US Environmental Protection Agency regarding raw sewage discharge for any property located in any sanitary district or any communications concerning fraudulent sewer service hook ups/drainage inside an S1 sanitary district. The City has reviewed its files and has no records responsive to this request.

Feel free to contact me if you have any concerns about this letter.

Sincerely,

KARPINSKI, CORNBROOKS & KARP, P.A.

/s/

By: Kevin Karpinski

KK:jp

Attachments

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG	*	
PLAINTIFF	*	
	*	
vs.	*	**CASE NO. C-21-CV-20-000371**
DEENA HOLDER	*	
DEFENDANT	*	
	*	

DESIGNATION OF EXPERT WITNESSES

COMES NOW, Plaintiff, Jeffrey Young, by and through undersigned counsel, and files this Designation of Expert Witnesses, and states as follows:

1. Christopher Joilet, Esquire
   223 Prospect Street
   Hagerstown, MD 21740

2. Fred Frederick, President of Frederick, Seibert & Associates, Inc.
   Frederick, Seibert & Associates, Inc.
   128 South Potomac Street
   Hagerstown, MD 21740

3. Todd Moser, Real Property Administrator
   Washington County Administration Complex
   Washington County Attorney's Office
   Suite 1100
   Hagerstown, MD 21740

4. Garrett Cullter, Chief of Surveys, The Department of Engineering
   Washington County Administration Complex
   Washington County Attorney's Office
   Suite 1100
   Hagerstown, MD 21740

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Designation of Expert Witnesses was mailed postage prepaid this 4th day of October , 2021, was sent via email to Justin Holder via email to jholder2004@gmail.com, Matthew Ruble, Esquire, via email to matt@mbrlaw.com, Robert Kline, III, Esquire, via email at Robert Kline, III, Esquire at rkline@cookeandkline.com

R. David Pembroke 8205010237
21 Summit Avenue
Hagerstown,MD 21740
301-791-5674
Rdpembroke1954@gmail.com
Attorney for Plaintiff

E-FILED; Washington Circuit Court
Docket: 10/25/2021 11:41 AM; Submission: 10/25/2021 11:41 AM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG	*	
PLAINTIFF	*	
	*	
vs.	*	**CASE NO. C-21-CV-20-000371**
DEENA HOLDER	*	
DEFENDANT	*	
	*	

SUPPLEMENTAL DESIGNATION OF EXPERT WITNESSES

COMES NOW, Plaintiff, Jeffrey Young, by and through undersigned counsel, and files this Supplemental Designation of Expert Witnesses, and states as follows:

1. Christopher Joilet, Esquire
   223 Prospect Street
   Hagerstown, MD 21740
   Adverse possession of subject property
   Chain of title
   Existence of alleged right of way
   That Plaintiff, Young has adversely possessed property parcels.
   That the right of way, if it has existed, was abandoned and no longer exists.
   No written report has been made in the capacity as Plaintiff's expert.

2. Fred Frederick, President of Frederick, Seibert & Associates, Inc.
   Frederick, Seibert & Associates, Inc.
   128 South Potomac Street
   Hagerstown, MD 21740
   Surveyed the subject properties – both Young's and Defendant's properties
   Mistakes made in Holder's survey done
   Observations of any roadway over the subject properties
   No report has been made in the capacity as Plaintiff's expert.

3. Todd Moser, Real Property Administrator
   Washington County Administration Complex
   Washington County Attorney's Office
   Suite 1100
   Hagerstown, MD 21740
   Process of getting subdivision approved (Stonecrest)
   No public road now or ever over subject property
   No written report has been made in the capacity as Plaintiff's expert

4. Garrett Culler, Chief of Surveys, The Department of Engineering
Washington County Administration Complex
Washington County Attorney's Office
Suite 1100
Hagerstown, MD 21740
Testify as to accuracy of surveys conducted and submitted in this action
Chain of title
No public road now or ever existed over the subject proprety
No written report has been made in the capacity as Plaintiff's expert

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Designation of Expert Witnesses was mailed postage prepaid this 25th day of October , 2021, was sent via email to Justin Holder via email to jholder2004@gmail.com, Matthew Ruble, Esquire, via email to matt@mbrlaw.com, Robert Kline, III, Esquire, via email at Robert Kline, III, Esquire at rkline@cookeandkline.com

R. David Pembroke 8205010237
21 Summit Avenue
Hagerstown,MD 21740
301-791-5674
Rdpembroke1954@gmail.com
Attorney for Plaintiff

Gmail Justin Holder <jhold2004@gmail.com>

Expert Witness Designation in Case C-21-CV-20-000371

James, Sarah A. <sarah.james@carrmaloney.com> Fri, Nov 19, 2021 at 11:19 AM
To: Justin Holder <jholder2004@gmail.com>, "D. Bruce Poole" <bruce.poole@poolelg.com>
Cc: Brandy Peeples <brandy@peeples-law.com>, Robert Kline <rkline@cookeandkline.com>, David Pembroke <rdpembroke1954@gmail.com>

Mr. Holder and Mr. Pembroke,

Please be advised that Mr. Frederick has never been retained as an expert for any party in this action. Please also note that Mr. Frederick has never spoken nor communicated with Mr. Pembroke regarding this litigation, if ever. The opinions expressed in Mr. Pembroke's expert designation were never discussed, reviewed, or approved by Mr. Frederick.

As a result, Plaintiff's expert witness disclosure designating Mr. Frederick as a retained expert witness, including Mr. Pembroke's opinions stated within this disclosure apparently on behalf of Mr. Frederick, **must be withdrawn from the docket in the next 2 business days.**

Thank you,

Sarah James

[Quoted text hidden]

E-FILED; Washington Circuit Court
Docket: 11/19/2021 12:43 PM; Submission: 11/19/2021 12:43 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG	*	
PLAINTIFF	*	
	*	
vs.	*	**CASE NO. C-21-CV-20-000371**
JUSTIN HOLDER, et al.	*	
DEFENDANT	*	
	*	

LINE

COMES NOW, Plaintiff, Jeffrey Young, by and through undersigned counsel and hereby withdraws the designation of Frederic Fredericks as an expert witness in this matter pursuant to the Designation of Expert Witnesses, filed October 4, 2021 and the Supplemental Designation of Expert Witnesses, filed October 25, 2021.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Line was filed this 19th day of November, 2021, was emailed to Justin Holder at jholder2004@gmail.com. and to Robert Kline, III, Esquire at rkline@cookeandkline.com and to Brandy Peeples, Esquire at brandy@peeples-law.com

R. David Pembroke

R. David Pembroke 8205010237
21 Summit Avenue
Hagerstown, MD 21740
301-791-5674
Rdpembroke1954@gmail.com

Received for Record August 3, 1988
at 12:00 o'clock P M.
Liber #885

THIS DEED, made this 3rd day of August, 1988, by HARRY E. WICKLINE and LEMPI L. WICKLINE, his wife, of Montgomery County, Maryland.

WITNESSETH: That for and in consideration of the sum of THIRTY-FOUR THOUSAND FIVE HUNDRED ($34,500.00) DOLLARS, the receipt of which is hereby acknowledged, we, the said HARRY E. WICKLINE and LEMPI L. WICKLINE, his wife, do hereby grant and convey unto JEFFREY L. YOUNG, all those lots or parcels of land, together with the improvements thereon, situate along the East side of Dogstreet-Mt. Briar Road approximately 600 feet Southward from its intersection with South Main Street, in Election District No. 19, Washington County, Maryland and being more particularly described according to a survey and description prepared by Frederick, Seibert & Associates, Inc., dated June 21, 1988, as follows:

BEGINNING at a recovered limestone fencepost, said post being at the end of the fifth (or South 48 degrees 13 minutes East 33.70 feet) line of the lands conveyed by Roy G. Reeder and Mae M. Reeder to Harry E. Wickline and Lempi L. Wickline, by deed dated January 7, 1966 and recorded in Liber 434, folio 776 among the Land Records for Washington County, Maryland, thence continuing with the sixth, seventh and ninth lines of the above mentioned deed and with corrected bearings and distances to reflect a recent survey South 16 degrees 15 minutes 12 seconds East 105.93 feet to a recovered post in concrete, thence South 39 degrees 51 minutes 18 seconds East 256.71 feet to a recovered post in concrete, thence South 64 degrees 54 minutes 30 seconds East 527.99 feet to a recovered post in concrete, thence North 37 degrees 07 minutes 02 seconds East 318.73 feet to a recovered iron pin, thence with the Southern marginal line of the Baltimore and Ohio Railroad North 41 degrees 01 minutes 40 seconds West 847.14 feet to a fencepost at the edge of a stream, thence crossing said stream and continuing with the Southern marginal line of the Baltimore and Ohio Railroad North 48 degrees 16 minutes 39 seconds West 156.24 feet to an iron pin set, thence North 67 degrees 35 minutes 14 seconds West 12.20 feet to an iron pin set, thence running along the Eastern boundary of lands now or formerly of Leonard L. Dorsey (Liber 659, folio 580) South 22 degrees 24 minutes 46 seconds West 462.16 feet to an iron pin set, thence along the same South 69 degrees 46 minutes 39 seconds West 497.33 feet to a recovered iron pin, thence running with the first line of Parcel 2 of Liber 434, folio 776 and with corrected bearings and distances South 69 degrees 46 minutes 39 seconds West 274.76 feet to an iron pin set on the Eastern marginal line of Dogstreet Road, thence with said marginal line South 21 degrees 34 minutes 06 seconds East 18.00 feet to an iron pin set, thence continuing along lands now or formerly of Leonard Dorsey (Liber 659, folio 580) North 69 degrees 46 minutes 39 seconds East 274.76 feet to a point, thence along the same North 69 degrees 46 minutes 39 seconds East 457.15 feet to a post in concrete, thence South 51 degrees 18 minutes 07 seconds East 34.09 feet to the place of beginning; containing 10.36 acres of land, more or less.

Said lands being conveyed together with a right of way easement through the above described land only for the purpose of ingress and egress with farm machinery to plant and harvest crops on land owned by Roy

```
RECORD      15.00
RECTAX     151.80
TRTAX       47.50
POSTGE        .50
SBTL       214.80
TOTL       214.80
CHCK       216.80
A 6257 CNG   2.00
 01988  8-03P12:00
```

VALID ONLY WITH IMPRESSED SEAL
I HEREBY CERTIFY, that this is a true copy of one of the records of Washington County, Maryland, having been recorded in Land Records Liber 885- Folio 110-112
in the Office of the Clerk of the Circuit Court. In Testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court For Washington County, Maryland.

KEVIN R. TUCKER, CLERK

06/08/2022
DATE ISSUED

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 885, p. 0110, MSA_CE18_835. Date available 09/27/2005. Printed 06/08/2022.

G. Reeder and heirs. This right of way easement is on, over and follows and existing road which begins at a gate in the eighth line of Liber 434, folio 776, Parcel 1 and meanders through the aforementioned land to a gate in the tenth line of the above mentioned deed. Said right of way is further shown on a plat prepared by John Mause, Jr. and attached to Liber 434, folio 776 among the Land Records for Washington County, Maryland. Said land is conveyed subject to and together with any and all conditions, restrictions, easements and rights of way of record applicable thereto.

BEING all of Parcels 1, 2, and 3 of the lands conveyed by Roy G. Reeder and Mae M. Reeder, his wife, to Harry E. Wickline and Lempi L. Wickline, by deed dated January 7, 1966 and recorded among the Land Records for Washington County, Maryland at Liber 434, folio 776; and being more particularly shown and described on a plat entitled "Property Line Survey for Harry Wickline", dated July 20, 1988 and recorded among the Plat Records for the aforesaid County.

And we, the said Harry E. Wickline and Lempi L. Wickline, his wife, do hereby covenant that we, except as to the aforementioned conditions, restrictions, easements and rights of way, will warrant generally the property hereby conveyed and that we will execute such other and further assurances as may be requisite.

WITNESS our hands and seals.

WITNESS:

Betty Lee Carter　Harry E Wickline (SEAL)
Harry E. Wickline

Betty Lee Carter　Lempi L. Wickline (SEAL)
Lempi L. Wickline

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 3rd day of August, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry E. Wickline and Lempi L. Wickline, his wife, who did each acknowledge the aforegoing instrument to be their voluntary act and deed; and further acknowledged that the consideration set forth therein is true and correct, and did further make oath in due form that they acquired the within and aforegoing property by deed from Roy G. Reeder and Mae M. Reeder, his wife, as set forth herein and they have used the lane to and from Dogstreet Road, as shown on the Plat entitled "Property Line Survey for Harry Wickline" and referenced to hereinbefore in an adverse, exclusive, continuous and uninterrupted manner under a claim of right since their date of acquisition of the property from Roy G. Reeder and Mae M. Reeder, his wife, by the deed dated January 1, 1966, a period in excess of twenty-one (21) years.

WITNESS my hand and Official Notarial Seal.

My Commission Expires:
July 1, 1990

Betty Lee Carter

WASHINGTON COUNTY CIRCUITCOURT (Land Records) DJW 885, p. 0111, MSA_CE18_835. Date available 09/27/2005. Printed 06/08/2022.

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Christopher Joliet, Esquire

I, the undersigned, hereby certify that I intend to occupy the above-described property.

Jeffrey L. Young
Jeffrey L. Young

MAILED AUG 10 1988

MAIL TO:

MR JEFFREY L. YOUNG
13 DOG STREET ROAD
P. O. BOX 67
KEEDYSVILLE, MARYLAND
21756

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Washington County
Louella M. Harris 8-3-88
By Date

AGRICULTURE TAX $ 0
ACREAGE 10.36
CLERK Nadine L. Murphy

TAXES PAID August 3, 1988
TODD L. HERSHEY, TREASURER LB

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 885, p. 0112, MSA_CE18_835. Date available 09/27/2005. Printed 06/08/2022.

SURVEYOR'S CERTIFICATION

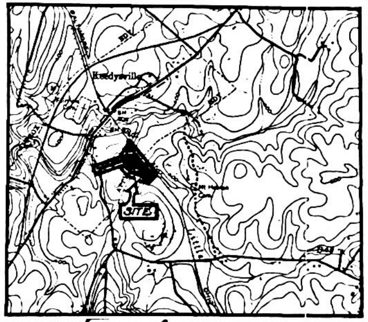
I hereby certify that this is a representation of a transit and tape survey recently completed. I also certify that the field monumentation (iron pins, monuments, etc.) have been held as the property corners where such monumentation closely agrees with the recorded deed calls and the lands shown hereon are all of the same lands conveyed by Roy G. Reeder and Mae M. Reeder to Harry F. Wickline and Lempi L. Wickline by deed dated January 7, 1966 and recorded in Liber 434, folio 776 among the Land Records of Washington County, Maryland.

June 20, 1988
Date

Professional Land Surveyor

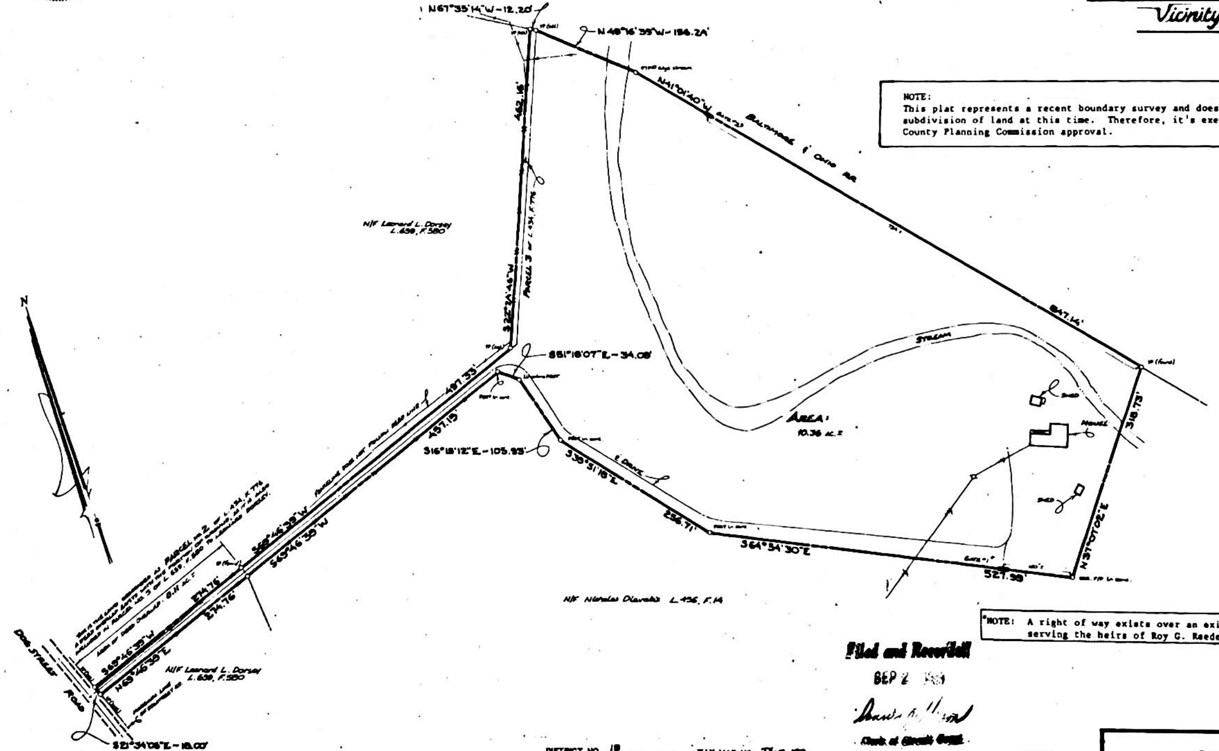
LS 10731

WASH. CO. PLAT NO. 2499
HALL OF REC. NO. 3250


Keedysville
SITE

Vicinity Map SCALE 1"=2000'

PLATHR 2.50
RECORD 2.50
SBTL 5.00
A 6769CASH 5.00
01988 8-02 P2:39


N61°35'14"W-12.20'
N48°16'39"W-156.24'
N41°01'40"W
Baltimore & Ohio RR.
847.14'
IP (found)
318.73'
N31°07'02"E
521.39'
S64°54'30"E
256.71'
S35°31'16"E
E Drive
S16°18'12"E-105.93'
S51°18'07"E-34.08'
S22°24'46"W
462.16'
Parcel 3 of L.434, F.776
497.33'
457.15'
S65°46'39"W
S65°46'39"W
274.76'
274.76'
S65°46'39"W
N65°46'39"E
This is the land described as Parcel No. 2 of L.434, F.776
Area of deed overlap: 0.11 Ac.±
Dog Street Road
S21°34'06"E-18.00'
N/F Leonard L. Dorsey L.639, F.580
N/F Leonard L. Dorsey L.639, F.580
N/F Nicholas Diavolis L.456, F.14
N
Stream
Area: 10.36 Ac.±
Shed
House
Shed
Gate #1
Gate #2

NOTE:
This plat represents a recent boundary survey and does not represent any subdivision of land at this time. Therefore, it's exempt from the Washington County Planning Commission approval.

*NOTE: A right of way exists over an existing farm lane from Gate 1 to Gate 2 serving the heirs of Roy G. Reeder per Liber 434, folio 776.

Filed and Recorded
SEP 2 [illegible]
Clerk of Circuit Court

DISTRICT NO. 19
TAX MAP NO. 73-19-180
JOB NO. 1442.0

DRAWING NO. 1 OF 1	
DRAWN BY: EJOW	DATE 6-16-88
CHECKED BY:	DATE
SCALE: 1"=100'	

FREDERICK, SEIBERT & ASSOCIATES, INC.
ENGINEERS, SURVEYORS, SITE PLANNERS & LANDSCAPE ARCHITECTS
51 EAST ANTIETAM STREET, HAGERSTOWN, MARYLAND 21740 (301) 791-3650
FOUNDED IN 1941

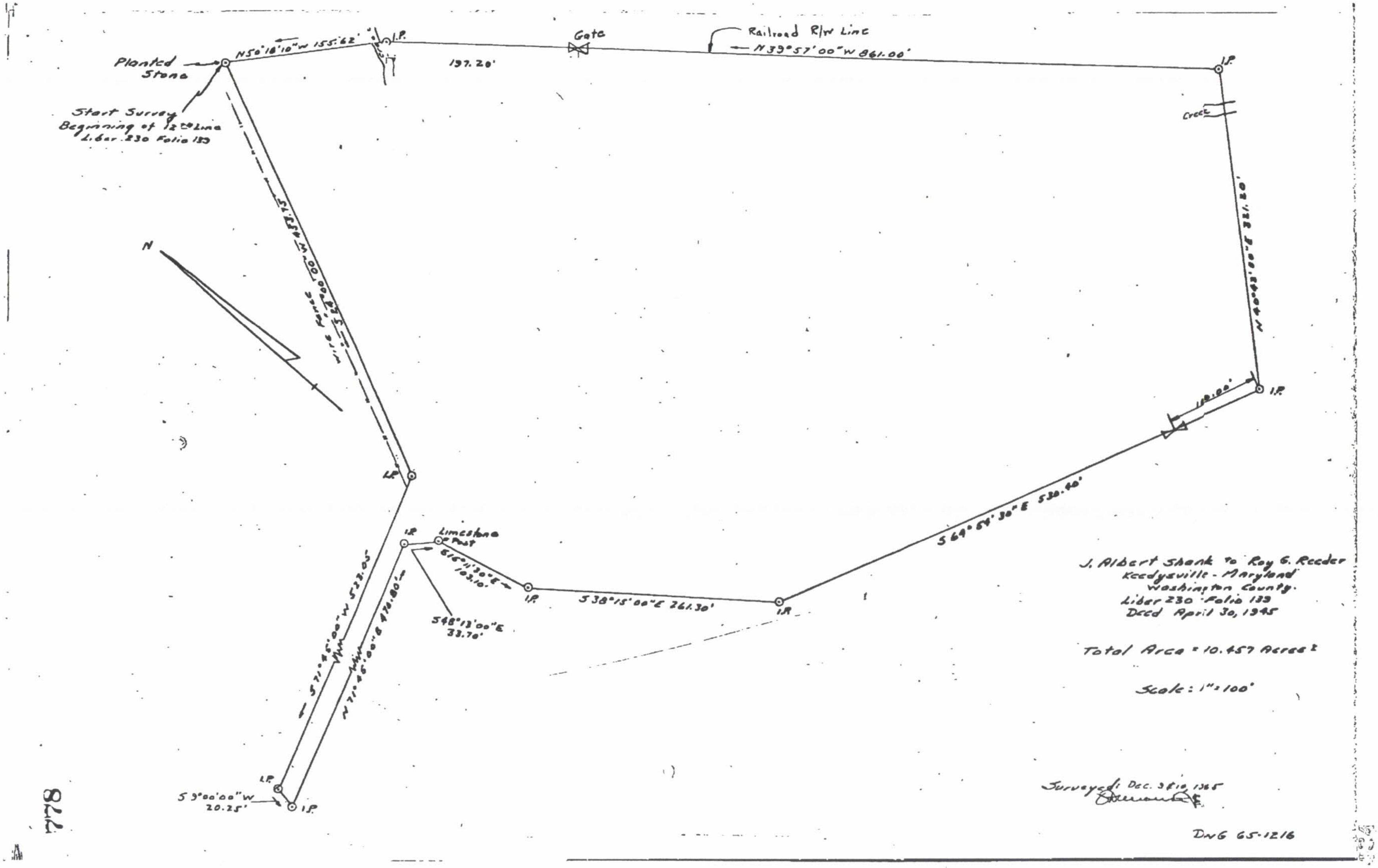
Property Line Survey
for
Harry Wickline
Situate along the East side of Dog Street Rd.
Washington County, Maryland

VALID ONLY WITH IMPRESSED SEAL

I HEREBY CERTIFY, that this is a true copy of one of the records of Washington County, Maryland, having been recorded in Land Records Plat #2499 In the Office of the Clerk of the Circuit Court. In Testimony whereof I hereunto subscribe my name and affix the Seal of the Circuit Court For Washington County, Maryland.

KEVIN R. TUCKER, CLERK

6/8/2022
DATE ISSUED


Planted Stone
Start Survey
Beginning of 12th Line
Liber 230 Folio 133
N50°18'10"W 155.62'
I.P.
197.20'
Gate
Railroad R/W Line
N 39°57'00"W 861.00'
I.P.
Creek
N 40°43'00"E 321.20'
I.P.
118.00'
S 64°54'30"E 530.40'
I.P.
S 38°15'00"E 261.30'
I.P.
Limestone Post
S 16°11'30"E 103.10'
I.P.
S 48°13'00"E 33.70'
I.P.
N 71°46'00"E 478.80'
S 71°46'00"W 523.05'
I.P.
I.P.
S 9°00'00"W 20.25'
I.P.
Wire Fence
S 24°00'00"W 453.75
N

J. Albert Shank to Roy G. Reeder
Keedysville - Maryland
Washington County.
Liber 230 Folio 133
Deed April 30, 1945

Total Area = 10.457 Acres ±

Scale: 1" = 100'

Surveyed: Dec. 3 & 10, 1965

DWG 65-1216

WASHINGTON COUNTY CIRCUIT COURT (Land Records) GMS 434, p. 0778, MSA_CE18_384. Date available 09/27/2005. Printed 06/08/2022.

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG *
PLAINTIFF *
*
vs. * **CASE NO. C-21-CV-20-000371**

JUSTIN HOLDER, et al. *
DEFENDANT *
*

ANSWERS TO INTERROGATORIES

TO: JUSTIN HOLDER, et al., Defendant

FROM: JEFFREY YOUNG, Plaintiff

Comes now the Plaintiff, Jeffrey Young, thru his attorney, R. David Pembroke, and in response to the Interrogatories propounded to his by the Defendant states as follows:

a. The information contained in these Answers is being provided in accordance with the Maryland Rules requiring the disclosure of all facts which may be relevant or may lead to discovery of relevant information. Accordingly, the party answering these Interrogatories does not, by providing information requested, waive objections to the admissibility of any such information on the grounds of materiality, relevancy or other appropriate grounds.

b. The information supplied in these Answers is not based solely on the knowledge of the executing party, but includes knowledge of the party, his agents, representatives and attorneys, unless privileged.

c. The word usage and sentence structure may be that of the attorney assisting in the preparation of these Answers, and not necessarily the precise language of the executing party.

Interrogatory Number 1. Identify each person, other than a person intended to be called as an expert witness at trial, having discoverable information that tends to support a position that you have taken or intend to take in this action, including any claim for damages, and state the subject matter of the information possessed by that person. (standard general Interrogatory No. 1.)

Answer Interrogatory Number 1. My wife, Ben Estes, Mark Hutzell, David Hutzell, Carl French, Russ Robinson III, Esquire, Christine Morral and Scott Morral and Mary Ironside.

Interrogatory Number 2. Identify each person whom you expect to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the findings and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and, with respect to an expert whose findings and opinions were acquired in anticipation of litigation or for trial, summarize the qualifications of the expert, state the terms of the expert's compensation, and attach to your answers any available list of publications written by the expert and any written report made by the expert concerning the expert's findings and opinions. (standard general Interrogatory No. 2.)

Answer Interrogatory Number 2. Christopher Joliet, Real Estate Attorney, 223 North Prospect Street, Hagerstown, MD 21740, 301-791-5150. Real Estate Attorney for more than thirty (30) years. No written report has been made.

Interrogatory Number 3. If you intend to reply upon any documents, electronically stored information, or tangible things to support a position that you have taken or intend to take in the action, including any claim for damages, provide a brief description, by category and location, of all such documents, electronically stored information, and tangible things, and identify all persons having possession, custody, or control of them. (standard general Interrogatory No. 3)

Answer Interrogatory Number 3. Documents all provided in Response to Request for Production of Documents 1, 2, 3, 4, 5, 8, 9, 10 ,11, 12, 14, 15, 17, 19, 20, 21, 24 and 26.

Interrogatory Number 4. Set forth in detail each and every communication you had with any Defendant or any of any Defendants' agents or employees and for each such communication, identify the date of the communication, any witnesses to the communication, the substance of the communication, and whether the communication was oral or written.

Answer Interrogatory Number 4. Objection this request is overboard

Interrogatory Number 5. Set forth in detail each and every communication you had with any person that concerned the subject matter of your Complaint, any claimed right of way claimed by any Defendant, and identify the date of the communication, any witnesses to the communication, the substance of the communication, and whether the communication was oral or written. In answering this Interrogatory, include any relevant discussions involving (but not limited to) the following individuals:

a. Ranger Mary Ironside

b. Mayor Ken Lord

c. Rick Bishop

d. Matthew Powell

e. Carl French

f. Mark Hutzell

g. David Hutzell

h. Cody Linton

i. Benjamin Estes

j. Sheriff Doug Mullendore

k. Lieutenant Hollinger

l. Christine Morral

m. Scott Morral

n. Barry Levey

o. Donna Levey

p. Any resident of Stonecrest Circle

q. Any Law Enforcement Officer

r. Any Department of Natural Resources agent, employee or official

s. Any agent, representative, employee or official from the Maryland Office of the Attorney General

t. Any County Commissioner or other official or employee of Washington County, Maryland

u. Any surveyor

v. Any title insurance company agent, adjustor or representative

Answer Interrogatory Number 5. Mary Ironside, I may have spoken with her over the phone.

Mayor Ken Lord, never spoke to the man.

Rick Bishop, does not recall speaking with the man.

Matthew Powell, does not recall speaking with the man.

Carl French, no

Mark Hutzell , no

David Hutzell, No

Cody Linton, No

Benjamin Estes, talked 1 time December 2020 oral general discussion of Justin and pending case.

Sheriff Doug Mullendore, no

Lieutenant Hollinger, 1 or 2 times on phone. Summer of 2020 talked about trespassing and right of way claimed by Holder.

Christine Morral, multi times. Oral communication in reference to Peace Order proceedings and existence of wagon road right of way.

Scott Morral, multi times. Oral communication in reference to Peace Order proceedings and existence of wagon road right of way.

Barry Levey, no

Donna Leval, 1 time at post office in Keedysville. Summer of 2020 spoke about why Holder was proceeding when he had 2 ways of access to property.

Any resident of Stonecrest Circle, Charles Blancto, fall of 2020, talked about alleged right of way and clearing brush.

Erin Ackers, she called me, Said people on client's property looked like surveying September 3, 2020. I said "thank you".

Any Law Enforcement Officer, sheriff's dept. September 26, 2020. Lock on cable across lane was damaged. I spoke with several officers

Any department of Natural Resources agent, employee or official, spoke one time regarding Holder clearing brush with machine.

Any agent, representative, employee or official from the Maryland Office of the Attorney General, no

Any County Commissioner or other official or employee of Washington County, Maryland, Rick for Keedysville Service (client gave me minutes of a meeting. Asked about Holder and right of way.

Any Surveyor, Fred Sibert, I had a telephone call on information of site plans (client should get a Peace Order against Holder)

Any title insurance company agent, adjustor or representative, no.

Rick Bishop – talked to him. Asked if he had any maps or plots of Keedysville including said property and boundaries.

Matthew Powell – talked to once at the Post Office.

Interrogatory Number 6. If you have ever had the property that is subject of your Complaint ("Your Property") surveyed, identify the name of the surveyor, the date of the survey, including but limited to any and all drawings, notes, invoices and contracts.

Answer Interrogatory Number 6. #1 Harry Wickline had Frederick, Seibert and Associates; Inc. dated 6-16 188 recorded Plat Folio 2499. #2 Liber 434 Folio 776 survey, December 3 & 10, 1965, surveyor's name ineligible. #3 Survey 1993 Fred Fredricks, June 30, 1993, Liber 1108, folio 790

Interrogatory Number 7. Did any Defendant ever bring you whiskey, and, if so, describe the encounter in detail?

Answer Interrogatory Number 7. Objection. The information is not relevant nor material to the issues in this case nor is it calculated to lead to discoverable information.

Interrogatory Number 8. If you have ever erected a cable or chain across or near the driveway to Your Property, describe with specificity your intentions in doing so. In answering this interrogatory, state whether you intended to block any road or right of way in erecting the cable or chain.

Answer Interrogatory Number 8. No right of way currently exists on that Portion of Property. I did erect a cable across my driveway. I intended to prohibit trespassing on my property.

Interrogatory Number 9. When you walked the boundary of Your Property with Justin Holder on May 29, 2020, did you tell him your pin was between three iron stakes that were green (but are now rusted), and, regardless of whether you did or did not tell him so, is that true?

Answer Interrogatory Number 9. Object to the format of this Interrogatory. It asks two separate questions. However, in further answer, yes.

Interrogatory Number 10. Identify and describe any damage any Defendant has ever caused to any property belonging to you that is located within the area defined as Parcel 1 on Plan No. 2499, and the Deed recorded at Liber 434, folio 776 among the Land Records of Washington County, Maryland ("Parcel 1").

Answer Interrogatory Number 10. Damage to trees, brush and posts when Justin Holder removed and attempted remove trees, brush and posts.

Interrogatory Number 11. Identify each and every time you have ever been within the area defined as "Parcel 3 of L.434 F.776" on Plat No. 2499, and as Parcel 3 on the Deed recorded at Liber 434, folio 776 among the Land Records of Washington County, Maryland ("Parcel 3")?

Answer Interrogatory Number 11. I have been within the area on a regular basis since purchasing the property 32 years ago. Exact times and dates are unknown.

Interrogatory Number 12. If you contend that you have openly, notoriously, exclusively, and/or continuously possessed any portion of land within Parcel 3 for any period of time, identify and describe all facts and evidence that support that contention.

Answer Interrogatory Number 12. I purchased this land in 1988 and no one other than me and my family has been allowed to use this property for any purpose since the purchase. Upon my purchase I immediately posted "No Trespassing" signs in plain view. For the first several years I had problems with people coming on that parcel. However, I was very diligent in posting No Trespassing signs and confronting trespassers.

Interrogatory Number 13. Do you contend that you own or otherwise have a right to possess or occupy any portion of land within the area of the Weverton to Roxbury Rail and Trail area (also known as the former Washington County Branch of the Baltimore and Ohio Railroad) that is claimed to be owned by the State of Maryland at or near the location of Your Property?

Answer Interrogatory Number 13. No.

Interrogatory Number 14. If you contend that the right of way described in the deed recorded at Liber WMcKK 6, folio 363 (the "Wagon Road Right Way) has been lost, abandoned, relinquished, released, adversely possessed or otherwise extinguished in any manner whatsoever, set forth each and every reason it has been extinguished, and identify each and every fact upon which you rely to make such a contention. Attach to your answer copies of any and all documents that support such a contention.

Answer Interrogatory Number 14. No right of way is described in that document only a "right to use".

Interrogatory Number 15. Have you or any invitees to Your Property ever driven a motor vehicle on any portion of land within the area of the Weverton to Roxbury Rail and Trail area that is claimed to be owned by the State of Maryland at or near the location of Your Property or on any portion of the area encompassed by the Wagon Road Right of Way, and if so, identify and describe when and how often you have so driven.

Answer Interrogatory Number 15. Objection. Not relevant to any issues in this case nor calculated to lead to discoverable information.

Interrogatory Number 16. Since May 1, 2020, have you or anyone else piled up any trees or brush in parcel 3, or obstructed or in any other way encumbered the area within Parcel 3, and, if so, identify and describe the reasons this was done, the date it was done and the persons so doing.

Answer Interrogatory Number 16. I helped a neighbor to clear trees and brush from property line and piled on Parcel 3.

Interrogatory Number 17. State whether you have filed any claim for or related to any title insurance with respect to this occurrence or the rights of way that any Defendant claims the right to use across your Property, and, if you have, then describe the response of any such insurance company and attach to your answers any and all documents related thereto.

Answer Interrogatory Number 17. No

Interrogatory Number 18. If you contend that any portion of the Wagon Road right of Way was not in use by any person for any continuous period greater than one year from 1872 to the present, identify each and all such periods of non-use and identify any and all evidence thereof and any and all witnesses capable of providing testimony of each such period of non-use.

Answer Interrogatory Number 18. The property known as Parcel 3 has not been used since 1988 by anyone other than myself, family and invitees. No one else has been authorized to use that property.

Interrogatory Number 19. If you contend that you, your predecessors in title, or any other party has adversely possessed the Wagon Road right of Way or any part thereof, set forth any and all facts that establish such adverse possession.

Answer Interrogatory Number 19. I purchased this land in 1988 and no one other than me and my family has been allowed to use this property for any purpose since the purchase. Upon my purchase I immediately posted "No Trespassing" signs in plain view. For the first several years I had problems with people coming on that parcel. However, I was very diligent in posting No Trespassing signs and confronting trespassers.

The property known as Parcel 3 has not been used since 1988 by anyone other than myself, family and invitees, not authorized to do so.

Interrogatory Number 20. If you contend that Deena Holder, Uncle Eddie's Brokedown Palace, LLC, or any of their predecessors in title have ever manifested an intention to abandon the Wagon Road Right of Way, set forth any and all facts that tend to prove such a manifestation of intention.

Answer Interrogatory Number 20. Defendant never attempted to use any portion of my land until the spring of 2020 when I caught Justin Holder attempting to clear brush and trees from Parcel 3 without notice or permission. In July, 2017, prior owners of Defendant's land, David and Mark Hutzell, filed a Declaration which evidenced their intent to abandon any claims to the right to use any portion of my property.

Interrogatory Number 21. Identify all uses you or your predecessors in title have made of the area encompassed by the Wagon Road Right of Way, and identify the periods of time for each use, and whether each such use was open, notorious, continuous, hostile, and/or under a claim of right or color of title by the one(s) making the use.

Answer Interrogatory Number 21. Exact location of prior "Wagon Road" is unknown. It has not been used since I purchased the property in 1988. See Answer # 12.

Interrogatory Number 22. List every easement and/or right of way that exists on, over, through and/or across Your Property, including in your answer the nature of same, the date such easement and/or right of way was created, the name, addres and phone number of any person and/or entity who is benefited by such easement and/or right of way and the location of such easement and/or right of way.

Answer Interrogatory Number 22. See Deed Liber 885 Folio 110 to The Reeders; Potomac Edison Liber 330 folio 237

Interrogatory Number 23. At the time of purchase of Your Property, describe your understanding of any and all easements affecting Your Property.

Answer Interrogatory Number 23. See Answer # 22

Interrogatory Number 24. Describe the circumstances under which you became aware that any Defendant claimed an interest in the use of Your Property via an easement and/or right of way, including in your answer, when you became aware, who told you and what actions your took, if any, at such time to question or investigate any such claim.

Answer Interrogatory Number 24. May 29, 2020, I heard machinery (Bobcat/with tracks) nearby. I rode up and workers were clearing and cutting trees to make a path. I stopped workers, they called Defendant, Justin Holder. He showed up with DNC Officer. Defendant, Justin Holder, gave me a portion of a Deed claiming he has a wagon road right of way.

Interrogatory Number 25. During the course of your ownership of Your Property, describe in detail all attempts you have made to deny anyone access to the easement claimed by the Defendant.

Answer Interrogatory Number 25. It was not until May, 2020, that anyone challenged my claim to ownership of the land or denial of access over it. I put a wagon and chain on Parcel 3. Put a cable across Parcel 2. See Answer # 12. I put up numerous "No

Trespassing" signs in plain view hen I initially purchased the property. I put up new/additional "No Trespassing" signs over the years as needed. In 2020, I erected a metal cable across my driveway to keep trespassers off of my property.

Interrogatory Number 26. If you contend that any Defendant's use of the Wagon Road right of Way over Your Property is not necessary for any Defendants' access to the property located at 25 and 28 Antietam Drive, Keedysville, MD, state all facts upon which you base such contention.

Answer Interrogatory Number 26. The access to properties 25 and 28 Antietam Drive is on Antietam Drive. Has access off of Main Street to #25 and #28 Antietam Drive and also has alley access off of Dogstreet Road.

Interrogatory Number 27. State all facts upon which you rely in contending that Your Property is not subject to the Wagon Road Right of Way.

Answer Interrogatory Number 27. There is no "Wagon Road Right of Way". This is not mentioned on my Deed or survey. Also see Answers 12, 14, 18, 19 and 10.

Interrogatory Number 28. If you contend that you or your predecessors in title have excluded any person from using the Wagon Road Right of Way for any period of time, state all facts upon which you rely to support such a contention and identify any and all witnesses thereto.

Answer Interrogatory Number 28. No one has accessed property but myself for 32 years. See Answers 8, 12 and 18.

Interrogatory Number 29. On June 20, 2020, how many people did you block from using the end of your driveway at Dogstreet Road, and what and how many weapons did you have on or near your person on that day?

Answer Interrogatory Number 29. The number of people is unknown to me. I had no Weapons.

Interrogatory Number 30. When and how many times did any Defendant request that you stop blocking the Wagon Road Right of Way?

Answer Interrogatory Number 30. Justin and Deena sent letters each requesting the chain be removed on Parcel 3.

AFFIRMATION

I SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the matters and facts contained in the foregoing document are true and correct to the best of my knowledge, information and belief.

Jeffrey Young

Jeffrey Young

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Answer to Interrogatories was mailed postage prepaid this 20th day of January, 2021, was mailed prepaid postage to Adam D. Greivell, Esquire Greivell & Garrott Johnson, LLC, 5 Cornell Avenue, Hagerstown, MD 21742.

R. David Pembroke

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the aforegoing Answers to Interrogatories was mailed postage prepaid this 20th day of January, 2021 was mailed prepaid postage to Matthew Ruble, Esquire, via email to matt@mbrlaw.com.

R. David Pembroke

IN THE CIRCUIT COURT FOR

WASHINGTON COUNTY, MARYLAND

____

Jeffrey Young,	)	
Plaintiff,	)	
V.	)	Case No.
Justin Holder, Et Al,	)	C-21-CV-20-000371
Defendants.	)	

____

Deposition of: Jeffrey Young
January 12, 2022

Held at: 308 West Chapline Street (Via Zoom)
Sharpsburg, Maryland 21782

Jackie Smith, Court Reporter
P.O. Box 143
Boonsboro, Maryland 21713
(301) 326-5199

APPEARANCES

FOR THE PLAINTIFF:

David Pembroke, Esquire (Via Zoom)

PRO SE DEFENDANT:

Justin Holder

CONTENTS

JEFFREY YOUNG:	PAGE
Examination by Mr. Holder	4

Q. Are you aware he passed away on Saturday?

A. I wasn't aware. This Saturday?

Q. This Saturday, yes, sir.

A. He passed Saturday. How old was he?

Q. Ninety-one. Dwayne gave him Covid.

A. His son gave him Covid.

Q. He had it, and went over there and Austin got it from him.

A. [Dam|Damn]. He was something.

Q. He had a lot of knowledge about this Keedysville area and the history, didn't he?

A. He did.

Q. Okay. All right. So I'm going to move on here to another exhibit and I'm going to go over these quick with you. It's going to be your Answers to Deena Holder's Interrogatories, okay. Let me pull them up. This will be Exhibit 5. No, these are mine. Here they are. Okay.

Can you see that document, sir? Did I mute myself somehow. I think I might have lost them. Can you guys hear me again? You are muted.

MR. PEMBROKE: Who is that?

Q. We got you. Coming back in here. So this will be Exhibit 5. Are you able to see that document, Mr. Young?

A. Yes.

Q. And there purports to be Answers To Interrogatories to Deena Holder, defendant, from Jeffrey Young, plaintiff. And go to the bottom, and it's May 14th, it was served signed by Jeffrey Young. Is that your signature on the bottom, sir?

A. Yes.

Q. I'm going to go to Interrogatory Question No. 12. It says, "If you contend that your possession of Parcel 2 and 3 was visible, set forth the facts on which you rely, including but not limited to time periods in which the facts purportedly occurred and identify each person having knowledge of facts." And you identified several witnesses. I'm going to go through these witnesses one by one with you, starting with Ben Estes. What facts does Ben Estes have that your possession of Parcels 2 and 3 was visible?

A. I don't know for sure.

Q. Are you aware right now that he has any facts or personal knowledge that your possession of Parcels 2 and 3 was visible?

A. What do you mean, "visible?"

Q. I guess, like you could see it, that you could see you were doing something there, possessing it?

A. Doing something on the property?

Q. Yes. What knowledge did you think Mr. Estes had that responded to this question?

A. Probably looking at my survey and seeing my name on the property.

Q. Okay. Is that going to be your answer for all these people here, that they saw your name on a survey, and that's why your possession was visible?

A. Well, the majority of them had been there and had seen that I had been living there for 34 years approximately.

Q. Mr. Estes, has he ever been to your property?

A. No, not that I know of. My property is such that I can't see when other people are trespassing or if they have been invited there. You know how the property lays.

Q. I do. I do, and I'm going to ask you because we have to make a factual record on the transcript. And it's tedious. It is a lot easier when you and me can just talk, but we have do it this way for the transcript.

I am not trying to be difficult, but I need you to answer me whether or not Benjamin Estes has any other facts or personal knowledge, other than your plat, that you were visibly in possession of Parcels 2 and 3?

A. I don't know. I don't know what he has possession of.

Q. Have you ever asked him?

A. What?

Q. Have you ever asked him if he has any personal knowledge or factual evidence of your visible possession of Parcel 2 and 3?

A. No.

Q. Mark Hutzell, what information, factual evidence, personal knowledge, does he have of your visible possession of Parcel 2 or 3?

A. I don't know who that is.

Q. David Hutzell, do you know?

A. I don't know who that is at all.

Q. Do you know Carl French?

A. No.

Q. Do you know Russ Robinson?

A. No.

Q. I'm just going to ask you this: Other than your attorney, did any other agents of yours help you with these interrogatories?

A. No.

Q. Christine Morral, what personal knowledge or factual evidence does she have of your visible possession of Parcels 2 and 3?

A. I don't know for sure. Only looking at a plot, surveys and plots, to see my name on it, I would assume.

Q. So I'm going to start asking it this way: Other than a survey or a plot, what factual evidence, personal knowledge, does Christine Morral have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Scott Morral have about your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Mary Ironside have of your visible possession of Parcels 2 and 3?

A. I don't know Mary Ironside, and I don't know.

Q. Okay. Other than looking at a plat, what personal knowledge and factual evidence does Paul and Shirley Apple have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Besides looking on a plat, what personal knowledge and factual evidence does William Babbington have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking at a plat, what personal knowledge and factual evidence does Bud Breshears have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking at a plat, what personal knowledge and factual evidence does Dave Breshears have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking at a plat, what personal knowledge or factual evidence does Tom Creager have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Tom Creager have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Jimmie Craner have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Eric Crampton have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Jeff Crampton have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking at a plat, what personal knowledge or factual evidence does Linda Little have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge of factual evidence does Jeff Kaufman have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Ken and Claire Kelly have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Shaun Kelly have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Has Shaun Kelly ever been to your house?

A. Yes.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Ron and Terry Lichtinger have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does Kevin Lowery have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Other than looking on a plat, what personal knowledge or factual evidence does John Lowery have of your visible possession of Parcels 2 and 3?

A. I don't know.

Q. Is there anybody else on this list, other than looking at a plat, that has personal knowledge or factual evidence of your visible possession of Parcels 2 and 3?

MR. PEMBROKE: Anybody been to your house and property?

THE WITNESS: Yes, all of those people have been to my house or property.

Q. What evidence do you purport they have?

A. That I am living there, paying bills.

Q. And you're saying they drove over Parcel 2 to get to your house, correct?

A. That's part of the lane, they did.

Q. Has anybody ever drove over Parcel 3 to get there?

A. No.

Q. Have any of these people ever walked over Parcel 3 to get there?

A. No.

Q. Have any of these people ever went out on Parcel 3 and cut down trees?

A. No.

Q. Have any of these people ever went out on Parcel 3 and maintained fencing?

A. And did what?

Q. Maintained fencing?

A. No.

Q. Have any of these people ever watched you maintain fencing, mow, or cut down on Parcel 3?

A. No.

Q. Have you ever walked on Parcel 3 with these people?

A. Probably a couple of them.

Q. Which ones have walked on Parcel3?

A. Probably Bud Breshears, Eric Crampton.

Q. Bud Breshears, Eric --

A. Eric Crampton.

Q. Who else have you walked on Parcel 3 with?

MR. PEMBROKE: Could you scroll back up?

A. That is all I can recall.

MR. PEMBROKE: Wait a minute. Let him

scroll down.

Q. What about Christine and Scott Morral, they have never been on Parcel 3?

A. Yes, they have been there.

Q. How about Mary Ironside?

A. I don't know her.

Q. Okay. Have you ever told Mary Jane Hutzell she can't drive across Parcel 3?

A. I don't know her.

Q. How about Harry Hutzell, have you ever told him to stay off Parcel 3, get out?

A. Who is it?

Q. Harry Hutzell?

A. I don't know him.

Q. Anybody ever tried to come back there squirrel hunting, and you had to throw them back off?

A. I am sure there are. There's been trespassing since Day 1.

Q. Constantly, continuously people have been trespassing?

A. Yes, at times. People camping out, stealing deer from the stands, a little bit of everything.

Q. Does the creek make it hard to enclose the property?

A. Yes. I have no fencing up, except around my house.

Q. And that abandoned railroad, that makes it hard to keep people out. They can come back to that abandoned railroad?

A. I'm sure they can.

Q. How else are they getting back there?

A. What?

Q. How else are they getting back there to your property?

A. I can't see it from my house. I don't know.

Q. You are saying until they get over that hump at the top and turn right, you really have no idea who is out in that lane doing what?

A. Correct.

Q. And when your wife said you hardly ever go up to Parcel 3, is that accurate, that you hardly ever go up there and check on it?

A. Yes.

Q. Okay. All right. I am going to go back through this list, and I'm going to go down through it and make sure nobody else besides Crampton, the Morrals, and Bud Breshears have been on Parcel 3 with you here, and if you see anybody else that's been on Parcel 3, let me know. Phil Mose, is that accurate, that he's passed away?

IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND

____

Benjamin Estes,)
Plaintiff,)
V.) Case No.
Justin Holder,) C-21-CV-20-000430
Defendant.)

____

Deposition of: JEFFREY YOUNG
September 16, 2021

Held at: 308 West Chapline Street
Sharpsburg, Maryland 21782

Jackie Smith, Court Reporter
P.O. Box 143
Boonsboro, Maryland 21713
(301) 326-5199

A P P E A R A N C E S

FOR THE PLAINTIFF:

Aaron D. Neal, Esquire (Via Zoom)
McNamee Hosea
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770

FOR THE DEPARTMENT OF NATURAL RESOURCES:

Talley Kovacs, Esquire (Via Zoom)

PRO SE DEFENDANT:

Justin Holder

CONTENTS

WITNESS	PAGE
Jeffrey Young:	
Examination by Mr. Holder	4, 25
Examination by Mr. Neal	20
Examination by Ms. Kovacs	20, 34

A. The day that you were on my property, that day, whichever day it was. I am not familiar with all the dates and times.

Q. Okay. So you are referring to the day that I had my agents take a Bobcat and clear the area behind Ms. Morral's house?

A. Yes, that day.

Q. Okay. And when I arrived with the DNR officer, do you remember the discussion we had?

A. Not exactly. It's been a year-and-a-half ago.

Q. Do you remember anything about it?

A. Just that you had met up there, clearing the property, and we had a discussion. I don't recall exactly what it was all about, just whether or not you had the right to do that.

Q. Okay. Did we talk about a road?

A. We discussed something about a road.

Q. Did you tell me you shut that road down years ago?

A. No. I didn't shut it down. It was a dead end. It ended.

Q. Where did it end?

A. Where the metal stakes were at the end of my property.

Q. And did that road travel down through the abandoned railroad, to your knowledge?

A. I don't know.

Q. Did you ever walk on that road?

A. I've been down through there, yes, with you, a couple times.

Q. I'm sorry. Prior to May 29th, did you ever walk on that road?

A. I walked to the end of my property. I never went down to the other end.

Q. Okay. So you don't know if it went on the abandoned railroad, you don't know if it went through --

A. I don't know. There is no evidence on my deed or my survey that that was a road.

MR. HOLDER: Okay. That's all the questions I have for you then.

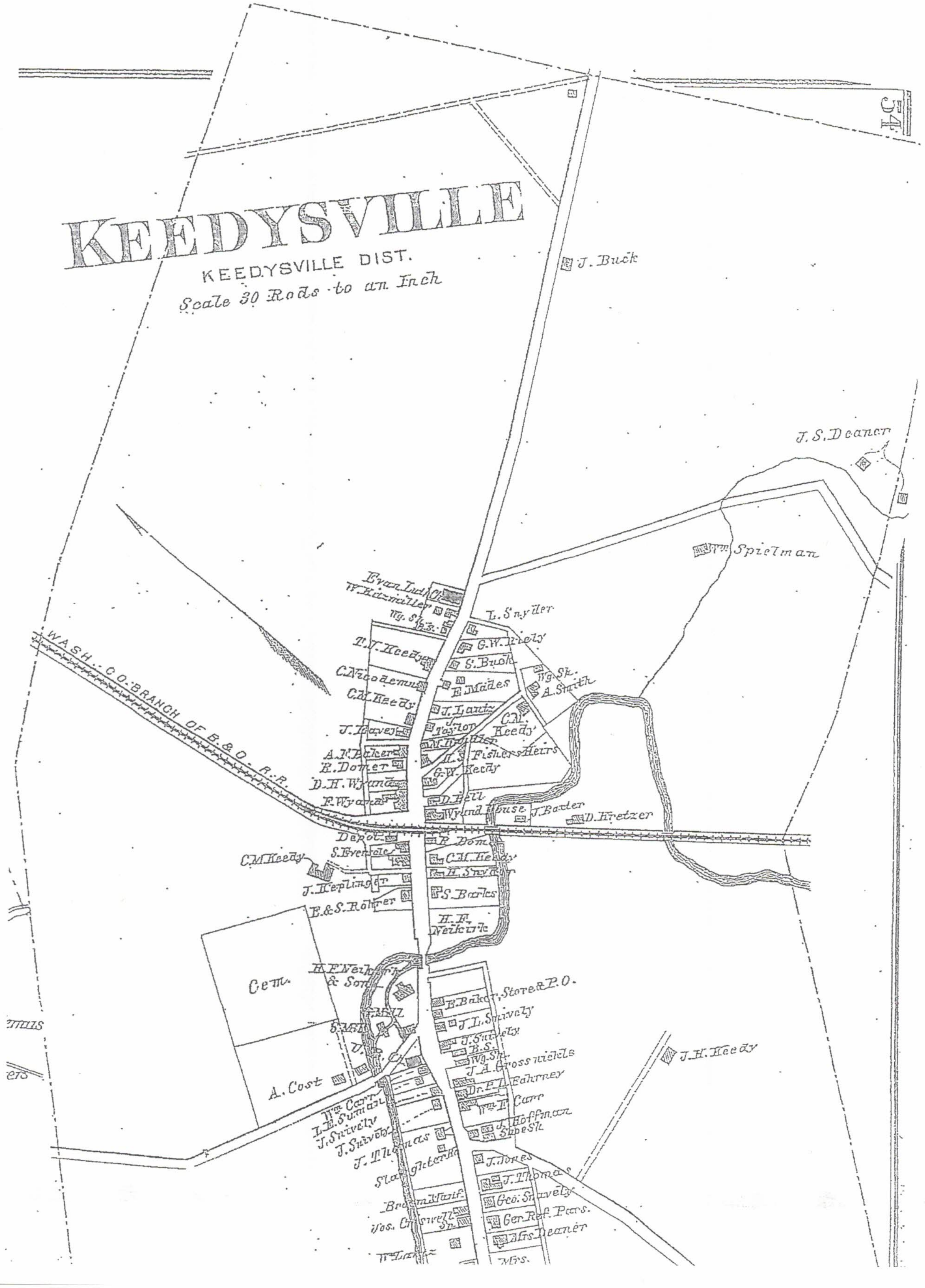
MR. NEAL: I have nothing further.

FURTHER EXAMINATION

BY MS. KOVACS:

Q. Mr. Young, just one question related to the follow-ups from Mr. Holder. I'm not asking about your lawyer. I'm asking about your perspective. Do any statements or actions by any DNR employees have any role in the case you have against Mr. Holder?

MR. HOLDER: And I'm just going to object


KEEDYSVILLE
KEEDYSVILLE DIST.
Scale 30 Rods to an Inch
54
J. Buck
J. S. Deaner
Wm Spielman
Evan. Luth Ch.
W. Kitzmiller
Wg. Sh.
B.S.
L. Snyder
T. V. Keedy
G. W. Kiely
S. Buck
C. Nicodemus
E. Mades
Wg. Sh.
A. Smith
C. M. Keedy
J. Lantz
J. Taylor
C. M. Keedy
J. Davey
M. Miller
A. N. Baker
H. S. Fishers Heirs
R. Domer
G. W. Keedy
D. H. Wyand
F. Wyand
D. Bell
Wyand House
J. Baxter
D. Kretzer
WASH. CO. BRANCH OF B. & O. R. R.
Depot
R. Dom
S. Eversole
C. M. Keedy
C. M. Keedy
H. Snyder
J. Keplinger
S. Barks
E. & S. Rohrer
H. F. Neikirk
Cem.
H. F. Neikirk & Son
E. Baker, Store & P.O.
F. Mill
J. L. Snively
S. Mill
J. Snively
B.S.
Wg. Sh.
J. A. Grossnickle
A. Cost
Dr. E. L. Fahrney
Wm Carr
Wm T. Carr
L. E. Suman
J. Hoffman
J. Snively
Shoe Sh.
J. Snively
J. Thomas
J. Jones
Slaughter Ho.
J. Thomas
Geo. Snavely
Broom Mnf.
Ger. Ref. Pars.
Jos. Criswell Sr.
Mrs. Deaner
Wm Lantz
Mrs.
J. H. Keedy